

PRADIP R. SARKAR Advocate DISTRICT CIVIL COURT JAMSHEDPUR

Achinta Kumar DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP IS MADE ON THIS THE 01ST DAY OF JULY 2015 AT JAMSHEDPUR ; BETWEEN:-

MR. ACHINTAM GUPTA S/O Late B.B. Gupta. by faith Hindu, by Occupation Business, Nationality Indian, resident of 276, Radio Maidan, P.S. Sitaramdera, Town Jamshedpur, District East Singhbhum, Jharkhand, hereinafter called the FIRST PARTY/PARTNER of the ONE PART;

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झारखण्ड JHARKHAND



PRADIP R. SARKAR
Advocate
DISTRICT CIVIL COURT
JAMEHEDPUR







#RADIP R. SARKAR Advocate
DISTRICT CIVIL COURT
JAMSHEDPUR



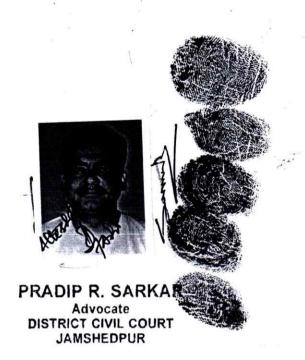
2. MR. DEBASHISH NAHA S/O N.G. Naha, by faith Hindu, by Occupation Business, Nationality Indian, resident of 13, New Baradwari, Amrita Khushi

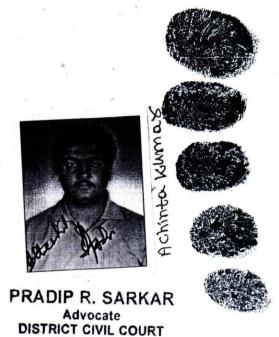
Apartment, P.S. Sitaramdera, Town Jamshedpur, District Singhbhum East, Jharkhand, hereinafter called the SECOND PARTY/PARTNER of the SECOND PARTY.

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JAMSHEDPUR

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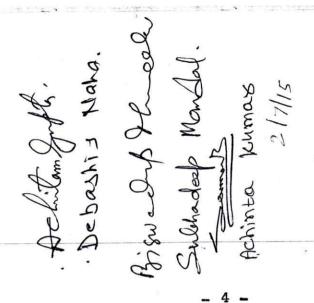
3. MR. SUBHADEEP MANDAL S/O Sri S.K.Mandal, by faith Hindu, by Occupation Business, Nationality Indian, resident of Cottage No.11, Gangotri Complex, Baradwari Enclave, P.O. Sakchi, P.S. Sitaramdera, Town Jamshedpur, District East Singhbhum, Jharkhand hereinafter called the THIRD PARTY/PARTNER of the THIRD PART;

AND

4. MR. BISWADEEP MANDAL S/O Sri S.K.Mandal, by faith Hindu, by Occupation Business, Nationality Indian, resident of Cottage No.11, Gangotri Complex, Baradwari Enclave, P.O. Sakchi, P.S. Sitaramdera, Town Jamshedpur, District East Singhbhum, Jharkhand hereinafter called the FOURTH PARTY/PARTNER of the FOURTH PART;

AND

Debashis Maha.
Besashis Maha.
Sulhadap Monday.



5. MR. SAMANTA KUMAR S/O Sri S.C. Kumar, by faith Hindu, by Occupation Business, Nationality Indian, resident of 17, C.C. Dispensary Road, Sidhgora, P.S. Sidhgora, P.O. Agrico, Town Jamshedpur, District East Singhbhum, Jharkhand, hereinafter called the

AND

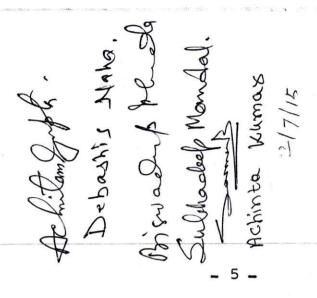
FIFTH PARTY/PARTNER of the FIFTH PART;

6. MR. ACHINTA KUMAR, S/O S.C. Kumar, by faith Hindu, by Occupation Business, Nationality Indian, resident of 17, C.C. Dispensary Road, Sidhgora, P.S. Sidhgora, P.O. Agrico, Town Jamshedpur, District East Singhbhum, Jharkhand, hereinafter called the SIXTH PARTY/PARTNER of the SIXTH PART;

NATURE OF DEED : DEED OF PARTNERSHIP.

WHEREAS the parties above named on mutual agreement have been running a business of Development of land and construction of housing project under the name and style M/S BALAJI HOME MAKERS and having been engaged in the business as working partners as Developers, Contractors and Promoters;

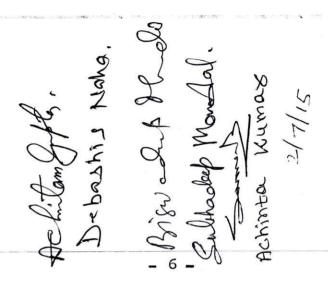
AND WHEREAS, to avoid any future difference of opinion or misunderstanding, the parties thought it to be expedient to reduce into writing the terms and



conditions under which the Partnership business is being conducted and which shall govern the partnership business between the parties;

NOW THIS INDENTURE WITNESSETH AND THE PARTIES MUTUALLY COVENANT AND AGREED AS FOLLOWS:-

- 1. That, the partnership shall be carried on and continued under the name and style M/S BALAJI HOME MAKERS or under any other name the parties may agree upon, and the office of the business firm shall be at Cottage No.11, Gangotri Complex, Baradwari Enclave, P.O. Sakchi, P.S. Sitaramdera, Town Jamshedpur, District Singhbhum(East), Jharkhand.
- 2. That, the partnership shall be deemed to have commenced on and from 01.01.2009 and the place of business shall be situated at Jamshedpur or at any other place or places as the parties may mutually agree upon.
- 3. That, the business of Partnership shall be in the line of Developers, Contractors & Promoters as well as associated activities. The scope of business may be extended or restricted as the parties may agree from time to time.
- 4. That, the Capital of the business shall be continued with the existing capital and in future shall be contributed by the parties as per the requirement and according to the convenience of the parties and as and when necessary.



- 5. That, interest shall be paid/payable to the parties on their opening capital in the firm at the rate of 12% annually. The rate of interest may vary from year to year as may be mutually decided by the parties.
- 6. That, Salary/remuneration shall be paid/payable annually to all the working partners on computation of the Bank profit in terms of the provisions of the Income Tax Act 1961. The total quantum of Salary/remuneration shall be calculated as per the I.T.Act 1961, as follows:
- a) On the first as 75,000/of the book profit or in case of aloss.

Rate of 90% of the Book Profit or Rs.50,000/- whichever is higher.

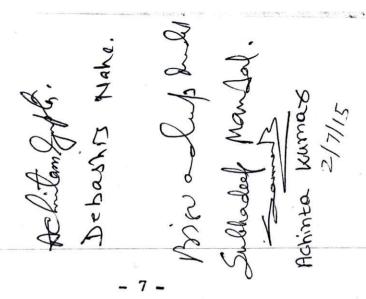
b) On the ext Rs.75,000/- of the Book Profit.

at the rate of 60%

c) On the balance of the profit, at the rate of 40%

The total quantum computed above of the salary/
remuneration shall be divided among the parties
according to profit sharing ratio between the
partners, mentioned below. The salary/remuneration
may increase or decrase from year to year as may be
mutually decided.

6. That, the profit and/or (if any) shall be shared or borne by the parties in the following manner:-



FIRST PARTNER - 15% (fifteen percent)

SECOND PARTNER - 25% (twenty five percent)

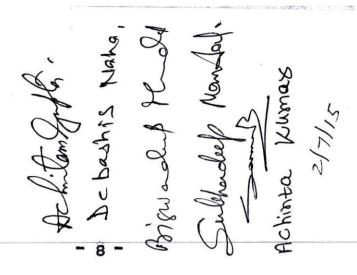
THIRD PARTNER - 15% (fifteen percent)

FOURTH PARTNER - 15% (fifteen percent)

FIFTH PARTNER - 15% (fifteen percent)

SIXTH PARTNER - 15% (fifteen percent)

- 7. That the Bank Account in the name of the firm shall be operated jointly by any three of the partners. Any two partners shall represent the firm in the matter of execution of Agreement submission of bills, tender etc. 8. That, usual Books of Account shall be maintained by the firm as is usually maintained recording the transactions of the business truly and faithfully.
- 9. That, the Accounts of business shall be closed on 31st March every year and the final Accounts, Balance sheet shall be prepared accordingly.
- 10. That, all the partners shall actively participate in the day to day conduct and management of the affairs of the business for their mutual benefit and the benefit of the firm as a whole and as such all the partners shall be working partner and all shall be jointly and severally liable for the affairs of the business.
- 11. That, any partner may retire from the partnership after serving 3 (three) months prior notice in writing expressing his such intention and on retirment, the retiring partner shall get only the credit balance standing in his name.



- 12. That upon death or bankruptcy of any partner the partnership shall not be dissolved but shall be continued by the remaining partners and by the admission of the legal heirs of the deceased partner and if the legal heirs of the deceased partner are not agreeable to join the business of partnership then the Accounts of the deceased partner shall be settled and paid to the legal heirs of such partner.
- 13. That, this partnership between the parties shall be partnership at will and the parties may add, alter, vary or modify and amend any of the terms and conditions on mutual agreement of all the partners.
- 14. That, in case of any dispute or differences of opinion arising between the parties concerning the terms and conditions as herein before mentioned as well as the governance of the business between the parties, shall be referred to Arbitrator/Arbitrators appointed by the parties, who shall decide and settle the dispute following the provisions of Indian Arbitration and conciliation Act, 1996, as amended from time to time and his decision shall be final and binding upon the parties.
- 15. That, subject to the above terms and conditions the provisions of Indian Partnership Act 1932 as amended from time to time shall apply to the present partnership.

IN WITNESS WHEREOF the parties above named have hereunto set and subscribed their hands on the day, month and year first above written.

WITNESSES:

- 1. Jayante Dulta 5/0 Late s.c. Dutta 80, Bhuigadih. 98V-09
- 2. Sukhen. Don Slo Late M.C. Das Bagninhata

Debasho Maha. SECOND PARTNER.

Migwadi

FOURTH PARTNER.

Sumo FIFTH PARTNER.

Achimta Kumax SIXTH PARTNER.

Read over and explained the contents of this Deed of Partnership who admit the same to be true and correct.

Advocate.

Drafted by :

Advocate,

Certified that the fingers print of left hand of each person whose photograph is affixed in the document have been obtained by me or before me.



निबंधन विभाग, झारखंड जमशेदप्र

जांच पर्चा-सह घोषणा प्रपत्र (नियम 114)

Token No: 6

Partnership

Token Date/Time: 02/07/2015 12:34:18

Area

Document Type Presenter' Name & Address

Stampable Doc. Value

Document/Transaction Value

Special Type

Remarks / Other Details Property Details:

276, Radio Maidan, P.S. Sitaramdera, Jsr

Presenter

Achintam Gupta

Date of Entry

02/07/2015

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DOE Stamp Value

Total Pages

38 IV

Serial No.

App. ID

Book CNO/PNO

Old Serial No. /

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Th.No. Wrd/Hlk Mauza

Kh. No. | Plot No | Plot Type | H No | Category

Min. Value

Other Property Details	:	9				
Property Type	Th. No. Wrd	Mauza	Location	Area	Rate	Amount

SN	Р Туре	Party Name	Father/Husband	Occup.	Caste	PAN/F 60	UID	Address
1	FIRST PARTY	Achintam Gupta	Late B.B. Gupta	Business	General			276, Radio Maidan, P.S- Sitaramdera, Jsr
2	Party	Debashish Naha	N.G. Naha	Business	General			13, New Baradwari, Amrita Khushi Apartment, P.S- Sitaramdera, Jsr
3	Party	Subhadeep Mandal	S.K. Mandal	Business	General			Cottage No. 11, Gangotri Complex, Baradwari Enclave, P.S- Sitaramdera, Jsr
4	Party	Biswadeep Mandal	S.K. Mandal	Business	General	, T		Cottage No. 11, Gangotri Complex, Baradwari Enclave, P.S- Sitaramdera, Jsr
5	Party	Samanta Kumar	S.C. Kumar	Business	General			17, C.C. Dispensary Road, Sidhgora, P.S- Sidhgora, Jsr
6	Party	Achinta Kumar	S.C. Kumar	Business	General			17, C.C. Dispensary Road, Sidhgora, P.S- Sidhgora, Jsr
7	identifier	Jayanta Dutta	Sukesh Chandra Dutta	Business	General			H.No. 80, Bhuiyadih, Sitla Mandir Road, Agrico, Jsr
8	Witness1	Jayanta Dutta	Sukesh Chandra Dutta	Business	General			H.No. 80, Bhuiyadih, Sitla Mandir Road, Agrico, Jsr
9	Witness2	Sukhen Das	Late N.C. Das	Business	General			Bagunhatu, Jsr

जेसकी हिचान.....

SN	Description	Amount	CHC		Net A	Amount
1	DD -	1,000.00		10.00		1,010.00
2	SP	570.00		0.00		570.00
Total		1,570.00		10.00		7,580.00

Hehilams

,परयुक्त प्रविष्टियाँ दस्तावेज में अंकित तथ्यो के अनुरूप है ।

दस्तावेज लेखक का हस्ताक्षर

प्रस्तुतकर्ता का द्रस्ताक्षर

नेबंधन पूर्व सारांश में इंपूट फार्म के अनुरूप डाटा इंट्रि की गई है |

ने इस दस्तावेज के निष्पादन को मेरे समक्ष

चीकार किया

निबंधेन पदाधिकरी का हस्ताक्षर



निबंधन विभाग, झारखंड जमशेदप्र

Token No.6 Token Date: 02/07/2015 12:34:18

Serial/Deed No./Year :3974/750/2015

Deed Type: Partnership

SN	Party Details	Photo	Ti i
1		PHOLO	Thumb
1	Achintam Gupta Father/Husband Name:Late B.B. Gupta		
	(FIRST PARTY)		
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	276, Radio Mardan, 1.5- Sitaramdera, JSI	DAMA V	
2	Debashish Naha	-17-1	
	Father/Husband Name:N.G. Naha		
	(Party)		霍
	13, New Baradwari, Amrita Khushi Apartment,		
	P.S- Sitaramdera, Jsr	AND IN	
3	Subhadeep Mandal	The second second	ANGELE EN LE
	Father/Husband Name:S.K. Mandal		
	(Party)		
	Cottage No. 11, Gangotri Complex, Baradwari		
-	Enclave, P.S- Sitaramdera, Jsr		
4	Biswadeep Mandal	10 W 10 A	-
	Father/Husband Name:S.K. Mandal		
	(Party)		
	Cottage No. 11, Gangotri Complex, Baradwari		
	Enclave, P.S- Sitaramdera, Jsr	AN A	
5	Samanta Kumar		and the same
	Father/Husband Name:S.C. Kumar		
	(Party)		
	17, C.C. Dispensary Road, Sidhgora, P.S-		
	Sidhgora, Jsr		
6	Achinta Kumar		
	Father/Husband Name:S.C. Kumar		
	(Party)		
	17, C.C. Dispensary Road, Sidhgora, P.S-		
	Sidhgora, Jsr		

Зоок No.	IV		
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age	249	То	286
Deed No	39	974/750	····································
l'ear	••••••	2015	••••••
Date	02/07/2015 13:36:59		36:59

Registering Officer

Signature of Operator



निबंधन विभाग, झारखंड जमशेटपर

Token No.6 Token Date: 02/07/2015 12:34:18 Serial/Deed No./Year:3974/750/2015 Seed Type: Partnership

SN	Party Details	Photo	Thumb
7	Jayanta Dutta Father/Husband Name:Sukesh Chandra Dutta (Identifier) H.No. 80, Bhuiyadih, Sitla Mandir Road, Agrico, Jsr		
8	Jayanta Dutta Father/Husband Name:Sukesh Chandra Dutta (Witness1) H.No. 80, Bhuiyadih, Sitla Mandir Road, Agrico, Jsr	×	×
9	Sukhen Das Father/Husband Name:Late N.C. Das (Witness2) Bagunhatu, Jsr	×	×

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Registering Officer

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