



झारखण्ड JHARKHAND



PARTNERSHIP DEED

EXCELSIOR NESTS

Bray Kishor Kumar  
05/07/2021

Authorised Under Notaries Act 1952  
and Notaries Rules 1956 by  
Govt. of India (Jharkhand)

This deed of partnership is executed on this the 5<sup>TH</sup> day of July, 2021 By and Between:

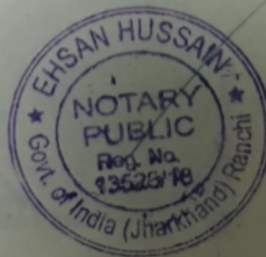
(1.) SHYAMA KUMARI, D/O RAVINDRA MISHRA, aged 20 years having Aadhar No. 511047601690 residing at C/O Ravindra Mishra, Pani Tanki, Bhadra Ghat, Patna city, Patna, Bihar-800007 whose PAN No is KFIPK1023L, herein after called the "FIRST PARTNER".

AND

EXCELSIOR NESTS

Shyama Kumari  
05/07/2021

5 JUL 2021





झारखण्ड JHARKHAND

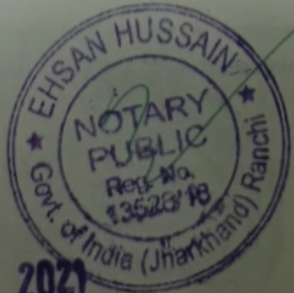


EXCELSIOR NESTS  
Braj Kishor

Authorised Under Notaries Act 1952  
and Notaries Rules, 1956 by  
Govt. of India (Jharkhand)

(2.) Sri. Braj Kishor, S/O Awadh Bihari Prasad, aged 33 years having Aadhar No. 216590621216 residing at Type-3, House No-43, Central Revenue Colony, Ashiyana Digha Road, Ashiyana, Patna-800025, Bihar whose PAN No is KKTPK9372Q, hereinafter called the "SECOND PARTNER".

EXCELSIOR NESTS  
Shyam Kumari  
05/07/2021 Partner



5 JUL 2021



WHEREAS all the above said Three parties (the "Partners") have decided to enter into a Partnership through this Deed of Partnership.

WHEREAS the Partners have decided to reduce the terms & conditions of their Partnership into writing as appearing hereinafter:

**NOW THIS DEED OF PARTNERSHIP WITNESSETH AS FOLLOWS:**

**1. Name of the Partners:**

- 1) SHYAMA KUMARI
- 2) BRAJ KISHOR

**2. Name of the Partnership:**

That the name of the Partnership shall be **M/S EXCELSIOR NESTS** having its office at: C/O C/O MANISH SINGH, VILL- DUNDARIA, PO- GUMLA, DIST- GUMLA, JHARKHAND- 835207 , India (the Firm").

**3. Tenure:**

The Firm shall remain in existence and any dissolution shall not take effect, till the time all the Partners of the Firm after mutual consent pass the resolution to this effect.

**4. Place of Business:**

The Partnership shall commence on the 01<sup>st</sup> day of JULY, 2021 and the business of Firm shall be carried on at **M/S EXCELSIOR NESTS**, C/O MANISH SINGH, VILL- DUNDARIA, PO- GUMLA, DIST- GUMLA, JHARKHAND- 835207, India, or at such other place as may be decided by the Partner from time to time.

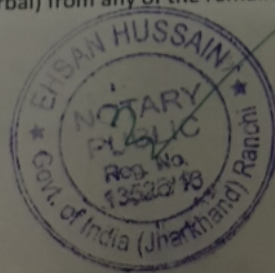
**5. Managing Partner:**

The firm will appoint managing partner of the Firm and he shall be authorised by all the Partners to perform day to day affairs of the Firm and to do all the acts, deeds and things or such other tasks as deemed fit by him on behalf of the Firm and in the beneficial interest of the Firm.

**6. Power/ Duties and Responsibilities of the Partners:**

The powers and duties of the Partners, which shall be exercised at his sole discretion without any consent (written/verbal) from any of the remaining partners, shall include but not be limited to the following:

5 JUL 2021



EXCELSIOR NESTS

Braj Kishor  
05/07/2021  
Partner

EXCELSIOR NESTS

Shyama Kumari  
05/07/2021  
Partner

- I. Registration of the partnership deed and obtaining of the Registration Certificate from the Registrar of Firms.
- II. Obtaining the statutory approvals/ licenses/ registration of logo of Firm.
- III. Authorising anybody to do the liasioning with concerned Govt. Departments.
- IV. Opening of the Bank Account in any scheduled licensed bank by R.B.I.
- V. To convert this partnership Firm in LLP or Pvt. Ltd. or Ltd. Company as and when Managing Partner opts to do so.
- VI. To appoint Consultant for the respective field like taxation/ legal as the need may arise.
- VII. Supervising the accounts and managing the day to day tasks of the Firm.
- VIII. To sue, file and institute any case on behalf of the Firm and defend any claim, court case or proceedings filed against the Firm including issuing of Vakalatnama/ Letter of Authority to the lawyers named herein below, filing any affidavits, written statement, applications, petitions, suits, complaints etc.

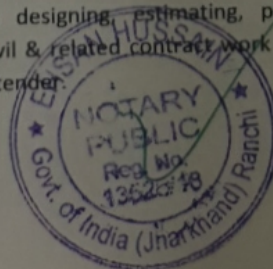
EXCELSIOR NESTS  
B Roy Kishor  
05/07/2021  
Partner

**7. Nature of Business:**

- 1) To carry on the business as civil contractors, estate agents, decorators, to construct, execute, carryout, equip, support, maintain, operate, improve, develop, manage, control and superintend within or outside India anywhere in the world all kinds of works, buildings, houses and other constructions or conveniences of all kinds, which expression in this memorandum includes hotels, cold storages, warehouses, cinema houses, markets, public and other buildings roads, railways, and tramways, docks, wharves, canals, reclamation, improvements, sewage, sanitary, water, gas, electronic light, electrification, wire and pole installation, meter installation, power supply and all other works and conveniences of public or private utility to apply for purchase or otherwise acquire any contracts, decrease, concessions, for or in relation to the construction, execution, carrying out equipment, improvement, administration, or control of all such works and conveniences as aforesaid and to undertake, execute, carry out, dispose of or otherwise turn to account the same.
- 2) To provide City and region level urban infrastructure facilities, to lay-out, develop, construct, build, acquire, erect, demolish, re-erect, alter, modify, repair, re-model, or to do any other work in connection with any building or building works, roads, bridges and such purposes to prepare in designing, estimating, planning, modelling and to participate in all mechanical, civil & related contract work of Govt., semi- government and private companies through tender.

EXCELSIOR NESTS  
Siddhanta Mondal  
05/07/2021  
Partner

5 JUL 2021



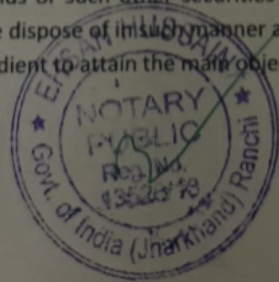


- 3) To act as consultants, civil engineers, testers, builders and developers of land contractors, colonizers, civil contractors and undertake any residential, commercial or Industrial, construction either independently or jointly in partnership, joint venture or on agency or sub contracts basis with or on behalf of any individual firm, body corporate, association or society, Central or State Government, Cantonment board or any local authority to work as colonizer, developer of land and farm houses and buildings for residential purposes.
- 4) To buy all kinds of plant, equipment, machinery, apparatus, tools, utensils, commodities, substances, articles and things necessary or useful for carrying on the objects of the Firm.
- 5) To enter into agreement with any organisation or persons for data digitization and software work as well as for obtaining by grant of licence or on such other terms of all types, formulae and such other rights and benefits, technical information, know-how and expert guidance and equipment and machinery and things mentioned herein above and to arrange facilities for training of technical personnel by them.
- 6) To establish, provide, maintain and conduct or otherwise, subsidies research laboratories and experimental workshops for scientific and technical research and experiments and to undertake and carry on with all scientific and technical research, experiments and tests of all kinds and to promote studies and research both scientific and technical investigation and invention by providing, subsidising, endowing or assisting laboratories, workshops, libraries, lectures, meetings and conferences and by providing the remuneration to scientific and technical professors and teachers and to award, scholarships, prizes, grants and bursaries to students and to encourage, promote and reward studies, researches, investigations, experiments, tests and inventions of any kind that may be considered likely to assist the objects of the Firm.
- 7) To acquire by concession, grant, purchase, licence or otherwise either absolutely or conditionally and either alone or jointly with others land, buildings, machinery, plants, utensils, works, conveniences and such other movable and immovable properties of any description and any patents, trademarks, concessions, privileges, brevets, invention, licenses, protections and concessions conferring any exclusive or limited rights to any inventions, information which may seem necessary for any of the objects of the Firm and to construct, maintain and alter any building or work, necessary or convenient for the business of the Firm and to pay for such land, buildings, works, property or rights or any such other property and rights purchased or acquired by or for the Firm by shares, debentures, debenture stock, bonds or such other securities of the Firm or otherwise and manage, develop or otherwise dispose of in such manner and for such consideration as may be deemed proper or expedient to attain the main objects of the Firm.

EXCELSIOR NESTS  
 B.raj Kishor  
 05/07/2021

EXCELSIOR NESTS  
 Shyam Kumar  
 05/07/2021

5 JUL 2021

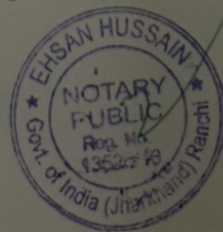


- 8) To enter into any arrangement with any Government or Authorities Municipal, local or otherwise or any person or company in India or abroad, that may seem conducive to the objects of the Firm or any of them and to obtain from any such Government, Authority persons or company any rights, privileges, charters, contracts, licences and concessions including in particular rights in respect of waterways, roads and highways, which the Firm may carry out, exercise and comply therewith.
- 9) To apply for and obtain any order of Central/State or such other Authority for enabling the Firm to carry on any of its objects into effect or for effecting any modifications of the Firm's constitution or any other such purpose, which may seem expedient and to make representations against any proceedings or applications which may seem calculated directly or indirectly to prejudice the Firm's interests.
- 10) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint-venture, reciprocal concessions or otherwise with any person, or company carrying on or engaged in any business or transaction which this Firm is Authorised to carry on.
- 11) To purchase or otherwise acquire and undertake the whole or any part of the business, property, rights and liabilities of any company, firms or person carrying on business which this Firm is authorised to carry on or is possessed of rights suitable for the objects of this Firm.
- 12) To do man power supply and transportation work in the civil construction including electrification and allied work of Govt., semi-government and private companies through tender and sub-contracting.
- 13) To open accounts with any bank or financial institution and to draw make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, hundies, bills of lading, warrants, debentures and such other negotiable or transferable instruments of all types and to buy the same.
- 14) To advance money not immediately required by the Firm or give credit to such persons, firms or companies and on such terms with or without security as may seem expedient and in particular to customers of and such others having dealings with the Firm and to give guarantees or securities of any such persons, firms, companies as may appear proper or reasonable provided that the Firm shall not carry on the business of banking, within the meaning of Banking Regulation Act, 1949.

EXCELSIOR NESTS  
06/07/2021  
Partner

EXCELSIOR NESTS  
Sujana Kumari  
05/07/2021  
Partner

5 JUL 2021



15) To improve alter, manage, develop, exchange, mortgage, enfranchise and dispose of, any part of the land, properties, assets and rights and the resources and undertakings of the Firm, in such manner and on such terms as the Firm may determine.

**8. Bankers/ Bank Account:**

That account(s) of the Firm shall be opened in the name of the Firm with any scheduled bank(s) by the partners on behalf of the Firm.

**9. Capital & Shares:**

The initial capital of the Partnership shall be Rupees One Lakh Only (the "Capital"), which shall be subscribed by the partners of the Firm in the ratio set out herein below:-

- I. The First Party shall contribute Rupees One Lakh only i.e. 50% of Capital.
- II. The Second Party shall contribute Rupees One Lakh only i.e. 50% of Capital.

**10. Profit /Loss Sharing:**

The profits and losses of the Firm shall be shared by the Partners in the following proportions:

Partner	% of Profit/loss sharing
SHYAMA KUMARI	50%
BRAJ KISHOR	50%

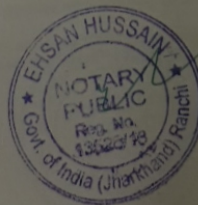
Profits payable to the partners shall be at the sole discretion of the Partner's either credited into the capital account of the Firm or paid by cheque to the accounts of respective Partners.

**11. Additional Capital**

Any further Capital requirement shall be intimated by any partner to all other Partners of Firm through e-mail or by registered post from time to time for the purposes of the Partnership and Partners shall contribute towards the capital of the Firm in proportion to their respective shares in the Firm. However, if any partner fails to contribute the money as required, then their respective shares in the Firm shall be reduced proportionately. Firm may pay interest maximum up-to 9 % at the discretion of Partner on the excess share standing to the credit of the particular partner in the books subject to his/her demand at the end of the financial year i.e. up-to 31st March.

**12. Retirement/Resignation:**

5 JUL 2021



EXCELSIOR NESTS  
Braj Kishor  
05/07/2021  
Partner

EXCELSIOR NESTS  
Shyama Kumari  
05/07/2021  
Partner



The Partners shall have the option/right to resign/retire from the partnership and in the event the number of partners falls below two the partnership shall be deemed to have been dissolved and the assets of the Firm shall be distributed in terms of clause 20 herein below.

**13. Joining of new Partner:**

- I. The Firm may decide to take in any new investor as one of the partner after he /she /it remits the requisite funds as per the Firm's requirements w.e.f. 01st April and in the intervening period simple interest will be payable by the Firm on the investment /deposits made by such new investor as per saving bank account rate of interest of nationalized bank.
- II. Notwithstanding anything contained in clause 13 is hereby authorized by all the partners to opt any other person / entity a Partner of the Firm or enter into any contract including partnership on behalf of the Firm.

**14. Accounts:**

The accounts of the Partnership shall be made up at end of the financial year or at such date mutually agreed upon between the Partners and shall be kept at the principal place of business. The assets and liabilities/ balance sheet and profit and loss of the Partnership shall be signed by all the Partners and audited by auditors.

**15. Arbitration:**

In the event of any dispute or differences arising between the parties hereto, meaning or effect of this Deed or the respective rights and liabilities of the parties hereto, or their enforcement there under, it shall be first settled amicably through discussions between the parties and if not resolved then otherwise referred to the arbitration of a Sole Arbitrator if agreed upon, failing which to the Sole Arbitrator as appointed by the Court in accordance with the provisions of the Arbitration and Conciliation, Act 1996.

**16. Severability:**

This deed constitutes the entire understanding/agreement between the parties taking precedence over and superseding any prior or contemporaneous oral or written understanding. Unless otherwise provided herein, this deed cannot be modified, amended, rescinded or waived, in whole or part except by a written instrument signed by all the parties to this deed. The invalidity or unenforceability of any terms or provisions of this deed shall not affect the validity or enforceability of the remaining terms and provisions of this deed, which shall remain in full force and effect.

**17. Covenant:**

No partner shall without the written consent of all other remaining Partners or resolution of the Firm passed by the Partners:-

- I. make any other person/entity a partner with him/her or enter into any contract.
- II. transfer, sell, assign, mortgage or charge his/her shares and/or interest in the Partnership and/or in the assets and/or part of the Firm.

EXCELSIOR NESTS

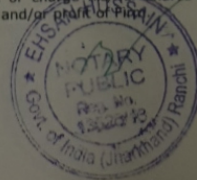
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EXCELSIOR NESTS

05/07/2021

5 JUL 2021





- III. compromise or compound or release or discharge any debt due to the Firm.
- IV. draw, accept or endorse on behalf of the Firm any bill of exchange and/or promissory note and/or pledge the credit of the Firm.
- V. enter into any bond or stand bail or surety for any person or knowingly cause or permit anything whereby the Partnership property may be endangered.
- VI. dispose of by loan, pledge, sell, transfer any moveable/immovable property of the Firm/ Partnership on behalf of the Firm/ Partnership.
- VII. enter into Partnership on behalf of the Firm.
- VIII. borrow in the name of the Firm.
- IX. If any of the partner commits any breach of any of the stipulations contained herein he/she hereby indemnifies the Firm/ all the remaining Partners from all damages, losses and expenses from such breach.

**18. Dissolution:**

- I. That it is specifically agreed by and between the Partners herein that the Firm shall not be dissolved in the event of death/ insolvency of any one of the Partners, but shall continue with the existing Partners. However, no legal representative or heir of the deceased partner, shall be entitled to become a partner and interfere in the management of the affairs of the Firm/Partnership.
- II. Only those legal representative or heir, who would be duly nominated as per the Will (subject to verification of authenticity/validity of said document) of the deceased partner, shall be entitled to inspect the account books and the vouchers in support thereof for the purpose of ascertaining his/her share therein and the profits accruing/due thereon. Such duly nominated legal representative or heir shall not, however be liable for any losses incurred after the demise of the partner unless he is taken as a partner in place of the deceased partner immediately on such demise. In the event any of the Partner dies without leaving any Will or nomination, legal heirs of the said Partner would be entitled to receive the dues of the said Partner as may be payable to him on date of his death only after producing an appropriate order to that effect from the Court of appropriate jurisdiction.
- III. That it is agreed between the Partners that in case of retirement/ resignation of any partner(s) from the Firm, the Partnership shall not be dissolved but shall continue with the remaining Partners.

EXCELSIOR NESTS  
Braj Bishnoi  
05/07/2021  
Partner

**19. Determination of Partnership:**

On the determination of Partnership from whatever cause, the Partnership shall be wound up and the assets, movable as well as immovable, shall be distributed amongst the Partners in the profit sharing ratio mentioned hereinbefore or in any other manner as may be mutually agreed upon between the Partners at the time of dissolution.

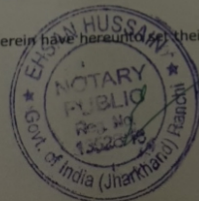
**20. Provisions of INDIAN Partnership Act, 1932:**

That for all other matters not specifically mentioned in this Partnership deed, the provisions of Indian Partnership Act, 1932 shall apply.

EXCELSIOR NESTS  
Ajay Kumar  
05/07/2021  
Partner

IN WITNESS WHEREOF the parties herein have hereunto set their respective signatures

5 JUL 2021



WITNESS:

1. Deepak S/o Nirargan Prasad.  
Dewan  
Add:- Palkot Road, Gumla  
9430323454

2. PANKAJ K.P. SINGH .  
S/o Late, Ram Bijesh Mahato.  
Ablimano Nasah  
Jalal pur, Patana.  
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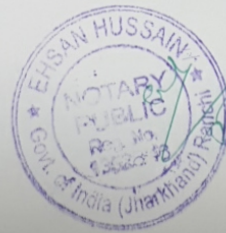
Partner

EXCELSIOR NESTS  
1. Shyama Kumari  
06/07/2024 Partner

EXCELSIOR NESTS  
2. Braj Kishor  
06/02/2024 Partner

Signature Attested on  
Identification of

5 JUL 2021



NOTARY PUBLIC  
RANCHI