

Notarised under Notaries Act-1952
and Notaries Rules 1956 by
Govt. of India (Jharkhand)



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 2438c6195b3bc32d245b

Receipt Date : 13-Sep-2021 11:42:10 am

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Partnership

District Name : Ranchi

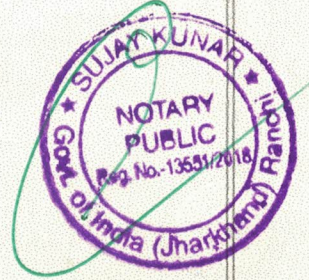
Stamp Duty Paid By : AMRENDRA KUMAR SINHA

Purpose of stamp duty paid : PARTNERSHIP AGREEMENT

First Party Name : AMRENDRA KUMAR SINHA

Second Party Name : SATISH KUMAR

GRN Number : 2107484624



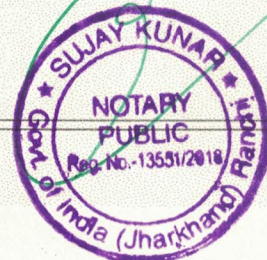
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-: This stamp paper can be verified in the jharnibandhan site through receipt number :-



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 मुद्रांक शुल्क 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 शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।



PARTNERSHIP DEED

THIS DEED of Partnership made at Ranchi on 13th day of SEP, 2021.

Between

Mr. Amrendra Kumar Sinha S/o, BAMA SHANKAR PRASAD resident of Alka Niwas , Manda Bagicha, Manda Tand , Harihar Singh Road , Morahabadi , District- Ranchi 834008, Jharkhand of the FIRST PART.

PAN - AOGPS5575N, ADHAAR - 3435 3857 2312

AND

Mr. Satish Kumar S/o, RADHESWAR PRASAD, resident of Flat NO. 202, Saroj Apartment, Kilbun colony , Near Hinoo Main Road , Hinoo Doranda , Ranchi 834002 , Jharkhand of the SECOND PART.

PAN - AFMPP5220J, ADHAAR - 6946 7578 4570


WHEREBY IT IS AGREED that the parties hereto (hereinafter together called the partners) shall become partners in the business of **DEVELOPERS, BUILDERS, COLONISERS, CONTRACTORS, DEVELOPERS OF LAND, BUILDINGS, TOWNS, COMPLEXES, FACTORIES, ROADS, PIPELINES, AND ALSO SUBMIT TENDER, PARTICIPATE IN BIDDING, AUCTION, AND DEAL IN REAL STATE, AND ALSO COAL TRADING, STOCKING, PARTICIPATE IN AUCTION, BIDDING AND ALL TYPE OF MINING PRODUCT** or any other business as mutually decided by the Partners with effect from 13th Day of SEP 2021 upon the terms and conditions hereinafter contained namely:

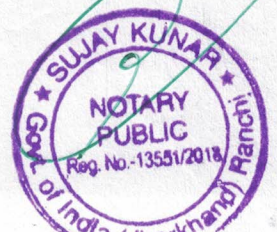
- (1) The partnership shall be carried on in the name and style of **M/s- EKAAYAN CONTECH**. This Partnership has commenced on and from the 13th day of SEP, 2021 and shall be a Partnership at WILL.
- (2) The partnership business will be carried on property situated at SHOP NO 5 , Second Floor , ARCTIC MALL, Bariatu Road, Ranchi-

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PARTNER PARTNER

EKAAYAN CONTECH


PARTNER PARTNER



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834009, Jharkhand **and** Kaushalya Villa, killburn Colony, Behind Springdeal Nursery School, Hinno 834002 or at such other place places, as shall be agreed to by the partners from time to time.

- (3) The initial capital to be introduced into the partnership shall be 10 lakh. The ratio of the initial capital contribution shall be in the following proportion.

Partner of the first part - 50%
Partner of the second part- 50%

After the initial capital contribution of Rs. 10 lakh, any capital introduced further if needed, shall be in the following proportion

Partner of the first part - 50%
Partner of the second part- 50%

On the capital brought by the partners, Interest shall be paid @ 12% p.a. or such rate as given in the Income tax act, 1961 time to time, out of the gross profit of the firm. However, in case of inadequacy of Profit, this rate of interest may be reduced by mutual consent of the Partners.

- (4) The Profit Sharing ratio of the partners shall be as follows :

(i) Mr. Amrendra Kumar Sinha Party of the FIRST Part 50%
(ii) Mr. Satish Kumar Party of the SECOND Part 50%

- (5) The bankers of the partnership shall be as decided by the Partners. The bank account shall be operated by both Partners.

- (6) The net profits of the business shall be divided among the partners in profit sharing ratio mentioned at Pt. No. 4 above and they shall bear all losses including loss of capital in the same proportion.

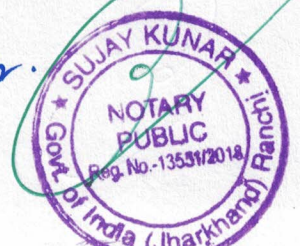
- (7) The firm shall maintain usual account and other books at the place of business and they shall be kept properly posted up to date and

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shall not be removed from the place of business without the consent of all the partners. Each partner shall have free access to the books of account of the partnership at all times and shall be entitled to make such copies or extract there from as he may think fit.

- (8) Both partners shall devote their whole time and attention to the interests of the business and shall be the working partners. Both shall be entitled to remuneration in the ratio as mentioned at Pt. No. (4) above for their working out of the amount computed in the manner laid down under section 40(b) of the Income Tax Act, 1961. The remuneration so computed shall be worked out and credited in the books of account, at the close of the accounting year period. The remuneration shall be paid on monthly basis to each of the partner. However
- (9) In case of inadequacy of Profit, this remuneration may be reduced by mutual consent of the Partners.
- (10) Each partner shall-
- (i) Be just and faithful to other partners in the transactions relating to partnership business;
 - (ii) Pay his separate debts and indemnify the other partners and assets of the firm against the same all other proceedings, costs claims or demands in respect thereof;
 - (iii) Give full information and truthful explanations of all matters relating to the affairs of the partnership to all the partners at all times.
- (11) No partner shall without the consent of the other partners-
- (i) Lend money or give credit of the goods of the firm to whom the other partners have previously forbidden him to trust.
 - (ii) Mortgage, charge or assign his share in the assets or profits of the firm.
 - (iii) Draw, accept or indorse any bill of exchange or promissory note on account of the firm.
 - (iv) Engage, remove or dismiss any apprentice, employee or agent of the firm
 - (v) Give any security or promise for the payment of money on account of the firm except in the ordinary course of business.
 - (vi) Give bail, bond or guarantee or become surety for any person or do or knowingly suffer any thing to be done where the partnership property may be endangered.

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PARTNER

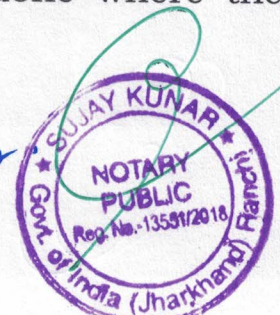
PARTNER

EKAAYAN CONTECH

Satish Kumar

PARTNER

PARTNER



- (vii) Compromise or compound or, release or, discharge any debt due to the partnership.
- (12) The accounts of the partnership shall be maintained according to the financial year, from 1st April to 31st March and general account shall be taken of all the capital assets and liabilities to the time being of the partnership as on 31st March in each year and a balance sheet and profit and loss account shall be prepared by the Firm and a copy thereof shall be furnished to each of the partners, who shall be bound thereby, unless some manifest error shall be discovered within six months, in which case such error, shall be rectified. Immediately after the preparation of the said balance sheet and profit and loss account, the net profits less sums drawn by the partners shall be divided to the partners.
- (13) A new partner may be introduced with the consent of all the partners on such terms and conditions as the partners agree with the Person to be introduced as a partner, in the firm.
- (14) On the death of any partner, during the continuance of the partnership, the firm shall not be dissolve; the surviving partners shall have the option to purchase the share of the deceased partner, in the partnership business and the property and good will thereof. The purchase price of the share of deceased partner shall be the amount at which such share shall stand in the last balance sheet which shall have been prepared prior to the death of the deceased or in the event of the death of any partner before the preparation of the first balance sheet the sum credited to him as his share of capital and interest at the rate of 12% p.a. thereon in lieu of profit from the date of the then last preceding annual account up to the date of death of the deceased. The partner, purchasing the share of the deceased partner, shall also enter, into a covenant to indemnify the personal representatives of the deceased partner from the existing and future debts, obligations and liabilities of the partnership.
- (15) If a partner retires or becomes insolvent, then the partnership will not be dissolved, and the remaining partner shall have the option to purchase the share of such partner and the purchase price shall be calculated as given in the preceding clause.

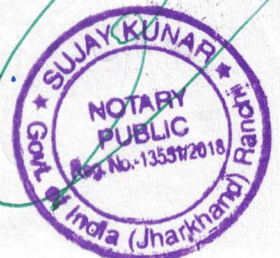
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PARTNERKumar
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- (16) All outgoing and expenses of the partnership and all losses or damages incurred, interest payable for any loans received and taxes, etc. shall be paid first out of the profits, next out of capital and in the case of further deficiency by the partners in the share in which they are entitled to the net profits of the partnership business.
- (17) All partnership moneys, bills, notes, cheques and other instruments received by the partnership shall as and when received be paid and deposited in the bank to the credit of the firms, account, except such sums as are immediately required to meet the current expenses of the partnership firm.
- (18) All transactions of the firm shall be done in the name of the partnership and all goods shall be purchased or sold in the firm name, vouchers, delivery notes, receipts, etc. shall be issued in the name of the firm.
- (19) If any partner shall assign, charge or encumber his share in the partnership or shall become bankrupt or lunatic or otherwise permanently incapable of attending to the partnership business or shall absent himself from the partnership business for more than 30 days, in any period of the twelve months except during his annual holiday without the consent of the other partners, or commit any breach of any of the provisions of this agreement or commits any criminal offence or do or suffer any act which would be a ground for the dissolution of the partnership by the court and in any such case it shall be lawful for the other partners by notice in writing to the offending or incapacitated partner or his trustee or official assignee to determine the partnership whereupon the partnership so far as concerns such partner shall determine and the other partner shall have the option to purchase his share and pay the purchase price to the offending partner or his trustee or official assignee in accordance with clause 14 hereof.
- (20) Upon the determination of the partnership by efflux of time or in the case of death, retirement or expulsion of a partner from the partnership, the surviving or other partner shall not exercise the option of purchasing the share and interest of the deceased, retired or expelled partner or the partnership is determined by any other event not herein otherwise provided, a full and general account of

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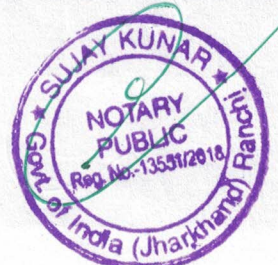
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Satish Kumar

PARTNER PARTNER



the assets, credits, debts, liabilities of the partnership shall be taken and the assets and credits shall be sold, realized and the proceeds shall be applied in paying and discharging debts, liabilities and expenses of and incidental to the partnership business and the winding up affairs of the partnership affairs and subject thereto in paying to each partner any unpaid profits which may be due to him and his share of the capital and the balance of such proceeds shall be divided between the partners in the shares in which they are entitled to the net profit of the partnership and the partners shall execute, do or cooperate in all necessary or proper instruments, acts, matters and things for effecting or facilitating the sale, realization and getting in of the partnership assets and credits and the application and division of the proceeds thereof and for their mutual release or indemnify or otherwise.

(21) Upon the determination of the partnership, each partner shall have the option to purchase the goodwill of the partnership on a price as agreed to by the partners, and if no partner exercises the option to purchase the goodwill, the same shall be sold to a willing purchaser, PROVIDED THAT it upon any such determination as aforesaid of the partnership, the business thereof shall be sold as a going concern, the goodwill shall be sold along with the business. No. partner (unless he is the purchaser of such business) shall directly or indirectly carry on or be concerned or interested in a similar business in his own name in the locality of the firm within a period of One year from the completion of sale of goodwill. The value of the goodwill shall be considered as an asset of the firm and will be added to and form part of the sum payable to all the partners on the dissolution of the partnership.

(22) All disputes and differences whatsoever which shall arise between the partners or between the partners and the personal representatives of the deceased partner relating to any matter whatsoever touching the affairs of the partnership or the interpretation of this agreement and whether before or after the determination of the partnership shall be referred to a single arbitrator, if the parties agree upon one, otherwise to three arbitrators one to be appointed by each party to the difference in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force.

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Satish Kumar
PARTNER PARTNER



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(23) All the other matters, for which no provision is made in this deed, shall be decided by the Partner of the first part and Partner of the second part mutually for the time being of the partnership.

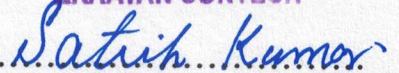
IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

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Signed and delivered by the within named . PARTNER PARTNER
(AMRENDRA KUMAR SINHA FIRST PARTY)

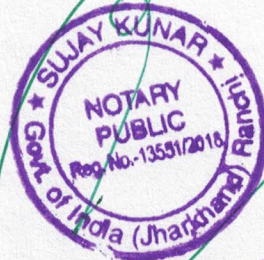
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Signed and delivered by the within named . PARTNER PARTNER
(SATISH KUMAR SECOND PARTY)

WITNESSES :

1. Chandranshu Kumar
2. Aniraj Kumar



NOTARY PUBLIC
RANCHI

14-09-21

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