

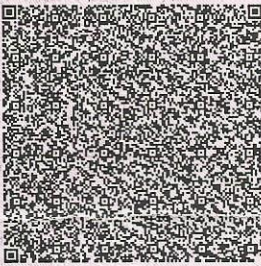


सत्यमेव जयते

INDIA NON JUDICIAL Government of Jharkhand

e-Stamp

Certificate No. : IN-JH08277347387991Q
 Certificate Issued Date : 29-Jan-2018 11:24 AM
 Account Reference : NONACC (BK)/ jhcanbk02/ DHURWA/ JH-RNC
 Unique Doc. Reference : SUBIN-JHJHCANBK0211801191386580Q
 Purchased by : AJIT KUMAR OJHA
 Description of Document : Article 5 Agreement or memorandum of an Agreement
 Property Description : AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : HARDIK DEVELOPER
 Second Party : AJIT KUMAR OJHA
 Stamp Duty Paid By : AJIT KUMAR OJHA
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



HARDIK DEVELOPER
Partner



Partner

HARDIK DEVELOPER
Partner

PARTNERSHIP DEED

THIS DEED OF PARTNERSHIP is made on this 31th day of JANUARY, 2018.

BETWEEN

(1) Mr. Ajit Kumar Ojha, Individual, S/o Mr. Kameshwar Nath Ojha, resident of Saket Nagar, P.O. Hinoo, P.S. - Doranda, Ranchi, Jharkhand hereinatter referred to as the party of the FIRST PART; (which expression shall mean and include his legal heirs, executors, administrators and assigns).

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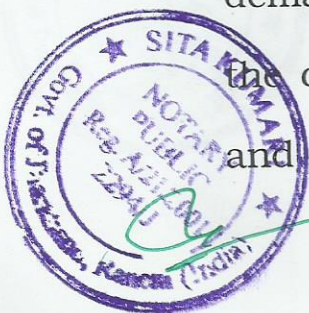
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(2) Gudiya Kumari Ojha W/o Sumit Kumar Ojha, resident of Saket Nagar, P.O. Hinoo, P.S. - Doranda, Ranchi, Jharkhand hereinatter referred to as the party of the SECOND PART; (which expression shall mean and include his legal heirs, executors, administrators and assogns).

(3) Smita Tiwari W/o Abhishek Tiwari, resident of 501, Sector-3D, Bokaro Steel City, Jharkhand-827001 hereinatter referred to as the party of the THIRD PART; (which expression shall mean and include his legal heirs, executors, administrators and assogns).

AND WHEREAS the parties hereto referred to hereinabove have mutually agreed to start business of Builder & Developers viz. business of doing construction of Multistoried Flats, Market and residential houses and to purchase and sale or otherwise acquire rural and urban land thereon lay roads, lanes, drainage, water supply, external and internal electrification and demarcate the same to suitable sized plots suitable for the construction of residential and commerical building and to all such things may be advantageous for the



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HARDIK DEVELOPER

Partner

Sumit Kumar Ojha
HARDIK DEVELOPER
Partner

Partner

HARDIK DEVELOPER

Gudiya Kumari Ojha
Partner

HARDIK DEVELOPER

Smita Tiwari
Partner

Partner

development of housing colonies on such plots, land purchase or otherwise obtain legal titles thereon lease purchased, ownership exchange of properties, movable or immovable or any estate owned by the individual firms and companies, real estate agent work and which may be considered by the firm a profitable business scheme as a whole under the name and style of the "Hardik Developer" having its principal place of the partnership at Saket Nagar, P.O. Hinoo, P.S. - Doranda, Ranchi, Jharkhand-834002 with effect from 1st JAN 2018.

AND WHEREAS the parties have deemed it expedient to reduce into writing and are desirous of recording the terms and conditions governing their relations interse.

NOW, THEREFORE, THE DEED OF PARTNERSHIP WITNESSETH AS UNDER :-

1. That the name and style of the firm of Partnership shall be "Hardik Developer", which may be changed from time to time with the mutual consent of all the parties to this deed.

That the partnership firm shall be deemed to have commenced business on and from 1st JAN 2018.

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HARDIK DEVELOPER
Smita Partner

HARDIK DEVELOPER
Sudhya Kumari Partner

HARDIK DEVELOPER
Smita Partner



3. That the parties hereto shall work jointly in partnership for carrying on the business of Builder, Developer and Real Estate Agent or any other business if they desire from time to time.

4. That the partnership business shall be carried on at *C/o Mr. Kameshwar Nath Ojha, resident of Saket Nagar, P.O. Hinoo, P.S. - Doranda, Ranchi-834002 (Jharkhand)* and/or any other place if they desire from time to time.

5. That the capital of Partnership business as and when considered being necessary and expedient for the purpose of carrying on business, shall be contributed by the partners in the proportions as may be mutually agreed upon.

6. That the Profit and Losses of the business shall be shared by the partners in the following proportion :

Party of the First Part	33.34%	✓
Party of the Second Part	33.33%	✓
Party of the Third Part	33.33%	✓

7. That at the end of each accounting year on closing of accouts, simple interest @12% p.a. or such other rate as may be mutually agreed upon from time to time but subject to the limit laid down U/s 40(b) of

HARDIK DEVELOPER

Atit Kumar Ojha
HARDIK DEVELOPER
Partner

HARDIK DEVELOPER
Brudiy Kymozri Ojha
Partner

HARDIK DEVELOPER
Smita
Partner



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the Income Tax Act, 1961 remaining in force from time to time shall be payable on the amount standing to the credit of the Capital Account each partner on first day of the accounting year.

8. That all the partners of the firm shall be the working partners and shall actively engage them in conducting the affairs of the business of the partnership firm. It has further been agreed by and between the parties that each partner shall be entitled to remuneration of Rs. 4,000/- per month.

9. That the partners shall be entitled to receive commission to be divided in the Profit Sharing Ratio among them on the net profit (i.e. Book Profit as reduced by Interest on Capital and Salary payable to partners as above) and calculated in the manner stated herein under :

- (i) On the first 3,00,000/- on the net profit 90%
- (ii) On the balance of the net profit 60%

That the commission allowable will be restricted to an account so however, that the aggregate of salary and commission does not exceed the deduction allowable U/s 40(b) of the Income Tax Act, 1961



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HARDIK DEVELOPER

Hardik Kumar Sharma
Partner
HARDIK DEVELOPER
Sharma

HARDIK DEVELOPER
Grudiy kumar datta
Partner

HARDIK DEVELOPER
Sharma
Partner

and rules made there under remaining in force from time to time.

That each partner shall draw such amount as may be decided mutually from time to time and according to the availability of funds.

10. That the partnership business of the firm shall be managed and conducted jointly by all the parties hereto with joint responsibility. That each party hereto shall in the conduct of the business of the firm act as constituted attorney of the other party hereto.

11. That all the partners shall have full authority to represent and act on behalf of the partnership in Court, Revenue Office, Income-tax Office, or any other office/s whether in original, appellate or revisionary stage and in Government, Semi-Government or Private offices, firm, Company, Bank, Association, Institution, Department etc.

12. That the partners may raise loan(s), secured or unsecured, from any person(s), firm(s), Bank(s), Company and from such other agencies and in like

HARDIK DEVELOPER

Ajit Kumar
Partner
HARDIK DEVELOPER

Partner

HARDIK DEVELOPER

Pradyum Kumar
Partner



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HARDIK DEVELOPER
Smita
Partner

manner grant loan(s) as the parties hereto mutually decide under their signature from time to time.

13. That a bank account or accounts in the name of the firm shall be opened which shall be operated by the partner's either/or severally or jointly or subject to any instruction(s) as may be given to the bankers from time to time by the firm under the signature of the parties hereto.

14. That all the accounts of this partnership, its assets and liabilities and its profits and losses shall be taken on the 31st March each year or any other date as mutually deemed convenient to the parties hereto.

15. That the regular books of accounts shall be maintained which shall be kept at the registered office of the business and would be open to inspection at all reasonable times to all partners or their authorized representatives.

16. That each partner shall :

(i) Punctually pay and discharge his separate debts and indemnify the other partner and the

HARDIK DEVELOPER

Hardik Developer
HARDIK DEVELOPER
Partner

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Hardik Developer
Partner



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HARDIK DEVELOPER
Hardik Developer
Partner

assets of the firm against the same and all costs, claims and demands in respect thereof.

(ii) Render proper explanations of all matters relating to the affairs of the partnership and offer every assistance in his powers in carrying on business for mutual advantage of all the partners.

(iii) Be just and loyal to the firm and to the partners in all transactions relating to the firm and shall at times give to the firm a just and proper explanation and account of the same without any concealment of or suppression of and shall furnish on request a full and correct explanation thereof to the partners.

17. That neither of the parties hereto shall without the consent in writing of the partners be entitled to :

(i) release or compound any debt. owing to or claim of the partnership except in the usual course of the business;

(ii) employ and money, goods or effects of the partnership or pledge the credit thereof except in the usual course of the business and upon

HARDIK DEVELOPER

Partner
Smita Kumari
HARDIK DEVELOPER

Partner
Smita Kumari Odha
HARDIK DEVELOPER

Partner
Smita Kumari
HARDIK DEVELOPER



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the account and for the benefit of the partnership; _____

(iii) enter into any bond or become bailor, surety or security with or for any person or do or knowingly cause or suffer to be done anything whereby the partnership attached, extended or taken execution except in the usual course of the business; _____

(iv) divulge the secrets of the firm to any person or persons; and _____

(v) assign, mortgage or charge his share in the partnership or any part thereof or make other person or partner therein. _____

18. That in case of death or retirement of any of the parties hereto the firm shall not be *ipso facto* dissolved. In case of death the legal heirs/successors/representatives of the deceased partners shall be admitted on the place of deceased partner. In case of retirement, the surviving partner shall carry on the business under the name and style, and the surviving partners shall be liable to pay to the retiring partner the credit balance _____

HARDIK DEVELOPER

Partner

Hardik Developer
HARDIK DEVELOPER
Smita

Partner

HARDIK DEVELOPER

Sudhika Kumari Singh

Partner



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HARDIK DEVELOPER

Smita
Partner

standing in the account of the retiring partner along with his share of profit till the date of his retirement.

19. That new partner(s) may be taken into partnership business with the consent of all the partners and on such terms and conditions as may be mutually decided by the partners.

20. That any agreement for the purpose of executing or cancelling of agreement to sale of flats should be signed by any two the parties.

21. That notwithstanding anything started or provided herein the parties shall have full powers and discretion to modify, alter or vary the terms and conditions of the Partnership Deed in any manner think fit by mutual consent, which shall be reduced in writing, shall become appendage and part of this Deed.

22. That the provisions of the Indian Partnership Act, 1932 as are applicable, shall govern the rights and liabilities of the parties hereto in so far as they are not inconsistent with the terms and conditions as contained hereinbefore.

HARDIK DEVELOPER

Prachi Sharma
Partner
HARDIK DEVELOPER
Prachi Sharma
Partner

HARDIK DEVELOPER
Brudiyu Kumari Singh
Partner

HARDIK DEVELOPER
Smriti
Partner



14 MAY 2018

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

Witnesses :

1. *Ajit Kumar Ojha*

HARDIK DEVELOPER

Ajit Kumar Ojha
Partner

SIGNED DELIVERED by the within named, partner of the first part Mr. Ajit Kumar Ojha

2. *Gudiya Kumari Ojha*

HARDIK DEVELOPER

Gudiya Kumari Ojha

SIGNED DELIVERED by the within named, partner of the Second part Miss Gudiya Kumari Ojha.

HARDIK DEVELOPER

Smita Tiwari
Partner

SIGNED DELIVERED by the within named, partner of the Third part Mrs. Smita Tiwari

Signature Attested
Identification of Lawyer
Sri Sanjay Kumar
Lal. Adv. K. Nagar
Coart

[Signature] 14/05/2018



Sita Kumari
NOTARY PUBLIC
Sharknand, Ranchi
14/5/18.

14 MAY 2018