

AEWFS5140R

नाम / Name SWASTIK BUILDCOM

निगमन/गठन की तारीख Date of Incorporation/Formation 02/12/2022



भारत सरकार GOVT. OF INDIA



इस कार्ड के खोने/पाने पर कृपया सूचित करें/लौटाएं: आयकर पैन सेवा इकाई, एन एस डी एल 5 वीं मंजिल, मंत्री स्टर्लिंग, प्लॉट नं. 341, सर्वे नं. 997/8, मॉडल कालोनी, दीप बंगला चौक के पास, पुणे - 411 016.

If this card is lost / someone's lost card is found, please inform / return to:

Income Tax PAN Services Unit, NSDL 5th Floor, Mantri Sterling, Plot No. 341, Survey No. 997/8, Model Colony, Near Deep Bungalow Chowk, Pune - 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081 e-mail: tininfo@nsdl.co.in







NOTARY DHANBAD

Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number: 84b05e43d49fb1f59b7c

Receipt Date: 02-Dec-2022 11:53:38 am

Receipt Amount: 100/-

Amount In Words: One Hundred Rupees Only

Document Type: Partnership

District Name: Dhanbad

Stamp Duty Paid By: MR MAHADEV MANDAL

Purpose of stamp duty paid: PARTNERSHIP DEED

First Party Name: MS SWASTIK BUILDCOM

Second Party Name: MR MAHADEV MANDAL

GRN Number: 2214563394

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

PARTITER SWASTIK BUILD AND SWASTIK BUILD ARESTHER THE

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 भूगान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्ट्रीकिन पर मुझेकिन का भूगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय/अप्त

Reg No-7967/10 Govt of India



DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made on this 2^{nd} day of December, Two Thousand Twenty two, By & Between:

1. SRI SUMIT KUMAR SINGH, Son of Sri Harendra Prasad Singh, by faith Hindu, by caste Rajput, by occupation Business, residing at Main Road Saraidhela Dhanbad, District- Dhanbad (Jharkhand) hereinafter Called and referred to as the FIRST PARTY of the FIRST PART.

AND

2. SRI SANTOSH KUMAR SINGH, Son of Sri Surya Narayan Singh, by faith Hindu, by caste Rajput, by occupation Business, residing at Main Road Saraidhela Dhanbad, District- Dhanbad (Jharkhand) hereinafter Called and referred to as the SECOND PARTY of the SECOND PART.

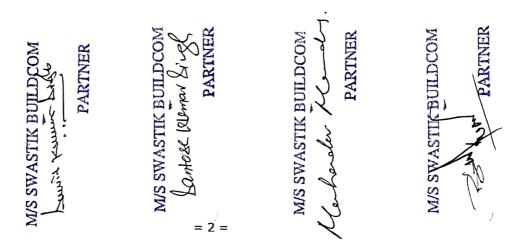
AND

2. SRI MAHADEV MANDAL, Son of Late Atul chandra Mandal, by faith Hindu, by castes Sumandal, by occupation Business, residing at New Doctor's colony, Jagjiwan Nagar, P.O. Jagjiwan Nagar, P.S. Saraidhella, District- Dhanbad (Jharkhand) hereinafter Called and referred to as the THIRD PARTY of the THIRD PART.

AND

3. SRI BIMAL KUMAR, Son Sri Ranjeet Kumar Mandal, by faith Hindu, by caste sumandal, by occupation business, residing at 302, Swastika Complex, P.S. Saraidheila, in the District of Dhanbad Jharkhand, hereinafter Called and referred to as the FORTH PARTY of the FORTH PART.

Page 1 of 6



All hereinafter collectively be called and referred to as the parties or parties or partners. The expression First Party, Second Party ,Third Party and Forth Party, shall unless excluded by or repugnant to the context hereby deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns etc.

WHEREAS :-

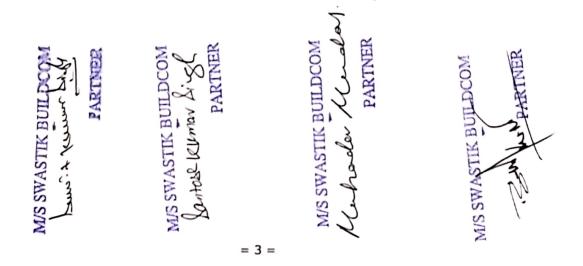
- a. The parties hereto of the First Party, Second Party ,Third Party and Forth Party have decided to carry on a partnership business at saraidhela, P.O. Saraidhela, in the District of Dhanbad for business of CONSTRUCTION and land Development etc.
- b. That due to avoid future dispute and/ or disputes it is considered proper that a regular drawn up deed of partnership be executed incorporating therein in the terms and conditions of the partnership having settled and agreed between the parties hereinafter.
- c. The parties hereto are desirous of recording the same in writing.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY & BETWEEN THE FIRST, SECOND, THIRD & FORTH PARTIES AS FOLLOWS: -

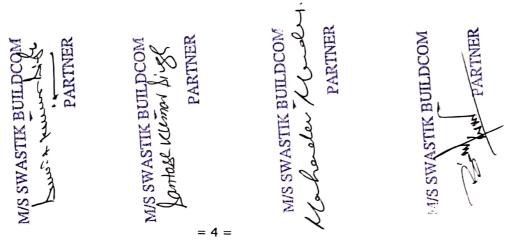
- 1. That this partnership has commenced and shall be deemed to have commenced on and from the 2^{nd} Day of December 2022.
- 2. That the firm shall be carried on business in the name and style of "SWASTIK BUILDCOM" having its Head office at Wall Street 3rd Floor, Main Road, Saraidhela, P.O. & P.S. Saraidhela in the District of Dhanbad. The place of business may be shifted, branches may be opened or closed on mutual consent of the partners hereto anywhere in India.
- 3. That the business of the partnership shall be in respect of construction of Multistoried building, Land development, Land trading, Infrastructure works and Real Estate etc. However, the partnership may engage itself in any other business as may be mutually agreed upon the partners hereto.

NOTARY
Reg No 7967/10
Govt of India

Page 2 of 6



- 4. That the business of the partnership shall be at liberty to undertake and execute in partnership.
- That the first, Second, third & forth partners hereto will act as working partner and will look after the affairs of the business of the firm diligently, honestly and to the best of their abilities. They will be paid a monthly salary of Rs. 20,000/- (Rupees Twenty Thousand) only per month as consideration for their devotion of time to the business of the partnership firm, but the partners' capital should not exceed the amount as prescribed in the section 40 (B) the I.T. Act. 1961 or by any subsequent amendment in the Income Tax Act, further the salary of working partners may be revised by mutual consent of all the partners at any time.
- 6. That the necessary capital as well as further required for the purpose of the partnership business shall be contributed or arranged by all the partners in such manner as may be mutually agreed upon by and between the partners from to time. Interest upon the rate of 12% per annum or such rate as may be prescribed by section 40 (B) of the Income Tax Act. 1961 or any amendment there of which may be enforce in the relevant financial year will be paid in accordance with the ratio of capital contributed towards the firm all the partners, such interest shall be calculated and credited to the account of each partner at the closing of the accounting year. Further interest on capital of all partners may by revised by mutual consent of all the partners at any time.
- 7. That at accounting year of the firm shall and end on 31st March of every year Profit and loss account and balance sheet shall be prepared and the respective partners' capital accounts will be credited or debited by the resultant or loss as the case may by.
- 8. That net profit of the partnership business as per the accounts maintained by the partners after deduction of all expenses relating to manufacturing activities and/or business of the partnership including rent. salaries and other establishment expenses as well as interest and remuneration payable to the partners in accordance with the deduction partnership shall



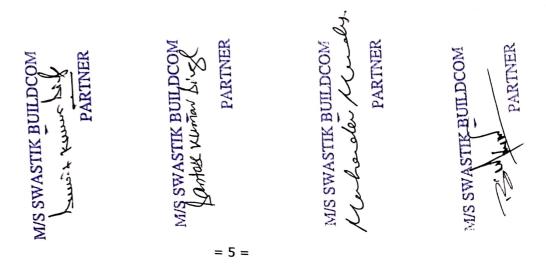
be divided and distributed amongst the partners on the close of the accounting year in the following proportion: -

| 1. | Sumit Kumar Singh | First Party. | 20% |
|----|---------------------|---------------|-----|
| 2. | Santosh Kumar Singh | Second Party. | 20% |
| 3. | Mahadev Mandal | Third Party. | 40% |
| 4. | Bimal Kumar | Forth Party. | 20% |

The loss, if any suffered in the year also be apportioned in the above proportion.

- 9. That, the business of the partnership shall be carried on by the partners thereof by themselves or through their Attorney.
- That, the firm may open Bank Account in any National Bank which shall be operated by any 10. two of the partners or as may be agreed. (If 1^{st} Signature By Santosh kumar singh or Sumit Kumar Singh and 2nd Signature By Mahadev Mandal Or Bimal Kumar)
- a) To arrange overdraft/loan from any Bank.
- To borrow money and raise loans from any person state or Central Govt. Financial b) Corporation or any other public or private body.
- That, if in the best of interest of the firm admission of new partner or partners be deemed 11. advisable, the partners hereto reserve their right by mutual agreement in writing to admit one or more partner or partners into the firm on such terms and conditions as may be agreed upon mutually by and between the partners hereto and the incoming partner of partners.
- That, without the expression in writing of the partners, no partner shall mortgage or 12. otherwise transfer or encumber their interest in the firm to any other party/partner.
- That, the partnership will not be dissolved on the death (God forbid) of a partner, business 13. under such circumstances will be carried on by other partners with one of the legal representative heirs or assigns of the decreased partner as a partner in their place in other words it will be deemed to have been so reconstitute if so factor NDRA

Reg No. 1967/1 Gove of India



- 14. That, no part near can do the following act without the written permission of the other partners: -
- Submit a dispute relating to the business of the firm to Arbitration.
- Open a Bank Account on behalf of the firm on their own names.
- iii) Compromise or relinquish any claim or portion of a claim by the firm.
- iv) Withdraw a suit or proceeding filed on behalf of the firm.
- v) Enter into partnership on behalf of the firm.
- vi) Acquire immovable properties on behalf of the firm.
- vii) Sale of assets of the firm.
- 15. That, no partner in case of dispute amongst them be entitled to lock up the business premises or close of the business of freeze the Banking account of the firm, all dispute among the partners fort with be referred to Arbitration as per Indian Arbitration Act.
- 16. That, any of the partner may retire from the partnership business by giving two months' notice in advance, however, the formalities of the notice may be waived if such retirement, the continuing partner shall be entitled to carry on the business of the same name and style.
- 17. That, the provisions of Indian partnership Act, 1932 will apply so far as they have not been expressly varied in this deed.
- 18. That, the parties hereto shall be at liberty to change, modify or alter any of the terms and conditions and covenants on mutual consent of all the partners.
- 19. That, the partners cannot sale of his share to other parties other than the partners.



Page 5 of 6

IN WITNESS WHEREOF the parties while sound health and perfect mind out of their own free will and consent and subscribed their respective hands on this the day, month and year first above written.

M/S SWASTIK BUILDCOM

WITNESSES :-

1.

Signature of the 1st Party

M/S SWASTIK BUILDCOM

PARTNER

Signature of the 2nd Party

2.

M/S SWASTIK BUILDCOM

PARTNER

Signature of the 3rd Party

M/S SWASTIK BUILDCOM

PARTNER
Signature of the 4th Party

Certified that the finger prints of the left hand of the parties, whose photographs is affixed in the

document have been duly obtained before me,

Page 6 of 6

Authorised u/s 297 (i) (c) of the Cr. P.C. 1973 (Act No 11 of 1974) & u/s (8) (I) of the Notaries Act 1952 (Act No 53 of 1952)

Satvendra Pandit
Notary Dhanbar

