

# INCOME TAX PAN SERVICES UNIT

Managed by UTI Infrastructure Technology And Services Ltd.  
Plot No. 3, Sector 11, Post Bag No. 20, CBD Belapur,  
Navi Mumbai -400 614. E-mail: utiitsl.gsd@utiitsl.com.

The Income Tax Department takes pleasure in informing that the Permanent Account Number (PAN) allotted to you is :

**ACCFA8702D**

and the PAN card is enclosed herewith. For filing the return of income, please contact:

**ITO WARD 2(1), JAMSHEDPUR/**

We wish to inform you that, quoting of PAN on return of income and challans for payment of taxes is necessary to ensure accurate **credit of taxes paid by you and faster processing of return of income**. Please quote PAN in all communications with department as it helps to improve taxpayer services.

We may inform that it is **mandatory to quote PAN** in several transactions specified under the Income Tax Act, 1961. For details of such transaction, reference is invited to rule 114B of the Income tax Rules, 1962 read with Section 139A of the Income tax Act, 1961.

In the unlikely event of **more than one PAN being allotted**, this fact should be brought to the notice of your Assessing Officer, **as possessing or using more than one PAN is against law and may attract penalty of upto Rs. 10,000/-**.

Any error in the data printed on your PAN Card may be brought to the notice of IT PAN Services Unit at the address given above and on the reverse of the PAN Card.

Income Tax Department maintains a website - [www.incometaxindia.gov.in](http://www.incometaxindia.gov.in) for providing information and services to citizens. This site contains detailed information on PAN also.

The PAN Card enclosed contains Enhanced QR Code which is readable by a specific Android Mobile App. Keyword to search this specific Mobile App on Google Play Store is "EnhancedQR Code Reader for PAN Card".

Income Tax Department

F.No.DIT(S)/PAN/ITMN\_REG  
PSA/ISW CODE : 2R005857  
CO.NO.: R002158504  
BUNDLE ID : CHE-REGD-C-257933  
DESPATCH ID : 310240656  
M/s. ANANTAM BUILDERS  
FLAT NO 402 3RD FLOOR  
HANUMAN NAGAR  
KOLAKUSMA SARAIHELIA  
DHANBAD  
JHARKHAND (INDIA)  
Pin Zip - 828109



699

REG : RT220501219IN  
DIST: DHANBAD  
PHONE:9431395563



"As per instruction from Income Tax Department, an authorized agencies' agent may visit you for your identity and address verification as per the documents submitted by you with the PAN application form. You are requested to ask authorization letter/ID card from the agent before verification. Your cooperation is solicited in this regard."

(This being a computer-generated letter, no signature is required.)



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card  
ACCFA8702D



नाम / Name

ANANTAM BUILDERS

निगमन / गठन की तारीख  
Date of Incorporation/Formation

02/08/2023

59261



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card

**ACCFA8702D**



नाम / Name

**ANANTAM BUILDERS**

निगमन / गठन की तारीख

Date of Incorporation/Formation

**02/08/2023**

59261





# Government of Jharkhand

## Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : e583358a7063ae1c22c9

Receipt Date : 02-Aug-2023 10:34:23 am

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Partnership

District Name : Dhanbad

Stamp Duty Paid By : RABINDRA KUMAR OJHA

Purpose of stamp duty paid : PARTNERSHIP

First Party Name : ANANTAM BUILDERS

Second Party Name : RABINDRA KUMAR OJHA

GRN Number : 2318563520

NOTARY  
DHANBAD

05 AUG 2023  
Sl. No. .... Date. ....

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

Rosha Singh Gulab Nali



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 अन्य दस्तावेजों में मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत सखण्डन में अपराध है।



NOTARY  
DHANBAD

05 AUG 2023



## PARTNERSHIP DEED

**THIS INSTRUMENT OF PARTNERSHIP IS ENTERED INTO ON THIS THE 2<sup>nd</sup> August, 2023 BETWEEN:**

1. RABINDRA KUMAR OJHA, S/o Late Dilip Kumar Ojha, PAN: AASPO3900F

of the following address:

Gandhi Road, Near AG Church, Dhanbad, Jharkhand-826001

(referred to herein as "Partners" or individually as "First Partner")

**AND**

2. AWADHESH KUMAR SINGH, S/o Late Hari Prasan Singh, PAN: AJHPS6352F

of the following address:

Gandhi Road, Near AG Church, Dhanbad, Jharkhand-826001

(referred to herein as "Partners" or individually as "Second Partner")

**AND**

3. GULAM NABI, S/o Gulam Rasul, PAN : ANKPN0203A)

of the following address:

Gajuatand, Dhanbad, Jharkhand -826001

(referred to herein as "Partners" or individually as "Third Partner")

### **WHEREAS:**

A. The Partners intend to work together as partners to carry on the business of:

Construction, Building, Development, Redevelopment, Promotion and Sales of Real-Estates, multi stories building, and related or miscellaneous businesses.

C. And, therefore, for the better management of the business, it was decided between the partners that a separate entity may be formed to focus mainly in the businesses of Distributorship of Television and Internet Services being its core business

Rosha

X Singh. Dhanbad

05 AUG 2023

Gulam Nabi

1/17



D. The Partners desire to enter this Deed to regulate their relationship and reduce the terms and conditions governing their partnership and other matters related thereto into writing.

E. This Deed sets out the terms and conditions that govern the relationship between the Partners, and the Partners each respectively agree to be bound by the terms of this Deed.

#### (1) DEFINITIONS

In this Deed, the following definitions apply:

"Deed" means this partnership agreement.

"Annual Report" in respect of a particular financial year refers to the annual report of the Firm, created in accordance with the "Firm Annual Report" clause of this Deed.

"Capital Account" in relation to a Partner means an individual capital account into which that Partner's initial Capital Contribution, and any additional Capital Contributions made by that Partner, are credited.

"Capital Contribution" refers to the initial contribution of capital, whether in cash, property, goods or services, that each Partner respectively provides to the Firm.

"Dissolution Distribution" means the manner in which any assets or liabilities of the Firm are distributed between the Partners upon dissolution of the Firm, as described in the "Dissolution" clause of this Deed.

"Firm" refers to the partnership which is created under this Deed.

"Goods and Services Tax" means Goods and Services Tax imposed on a supply of goods or services in India, pursuant to the GST Law.

"GST Law" means the Goods and Services Act, 2017.



"Partner" refers individually to each of the partners named in this Deed.

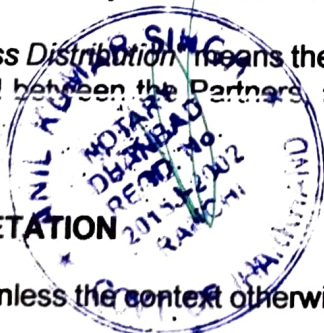
"Partners" refers to any two or more of the partners named in this Deed.

"Profit and Loss Distribution" means the method by which profits and losses of the Firm are distributed between the Partners, as described in the "Profit and Loss" clause of this Deed.

#### (2) INTERPRETATION

In this Deed, unless the context otherwise requires, the following rules of interpretation shall apply:

Roshan  Gulam Nali  2/17



05 AUG 2017  
NOTARY  
DHANBAD



- (a) Words referring to one gender include every other gender.
- (b) Words referring to a singular number include the plural, and words referring to a plural include the singular.
- (c) Words referring to a person or persons include companies, firms, corporations, organisations and vice versa.
- (d) Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- (e) Headings and titles are included in this Deed for convenience only and shall not affect the interpretation of this Deed.
- (f) Each Party must, at its own expense, take all reasonable steps and do all that is reasonably necessary to give full effect to this Deed and the events contemplated by it.
- (g) A reference to legislation or any part or provision of that legislation includes any subordinate legislation, any amended legislation, and any substituted legislation issued under that legislation.
- (h) A reference to an agreement or document is a reference to that agreement or document as amended, replaced, supplemented or novated from time to time.

**(3) NAME OF PARTNERSHIP**

The name of the partnership firm shall be **ANANTAM BUILDERS** (herein referred to as "**Firm**").

**(4) PURPOSE OF PARTNERSHIP**

The Firm is established for the following purpose:

Construction, Building, Development, Redevelopment, Promotion and Sales of Real-Estates, multi stories building, and related or miscellaneous businesses.

The Firm may also carry out such other lawful business as may be determined by the Partners from time to time. The Firm shall have the power, in fulfilling the objectives set forth in this Clause 2, to conduct any business or take any action which is lawful and which is not prohibited by the Indian Partnership Act, 1932.

**(5) PRINCIPAL PLACE OF BUSINESS OF PARTNERSHIP**

The Firm will operate from the following location(s) or such other location(s) as the Partners agree from time to time:

"Flat No.402, 3<sup>rd</sup> Floor, Hanuman Nagar, Kalakosha, Saraidhela, Dhanbad-828109"



05 AUG 2023

NOTARY  
DHANBAD

Rosha

*[Handwritten signature]*

*[Handwritten signature]*



## (6) COMMENCEMENT DATE AND TERM OF PARTNERSHIP

(a) The Firm will commence on **August, 2<sup>nd</sup>, 2023**.

(b) The Firm will continue until it is terminated by law or in accordance with this Deed.

## (7) CAPITAL CONTRIBUTIONS

(a) Each of the Partners has contributed to the capital of the Firm, in cash, property, goods or services in agreed upon value, as follows (the "**Capital Contribution**"):

(I) RABINDRA KUMAR OJHA - ₹ 5,00,000 (Rupees Five lakh only)

(II) AWADHESH KUMAR SINGH - ₹ 5,00,000 (Rupees Five lakh only)

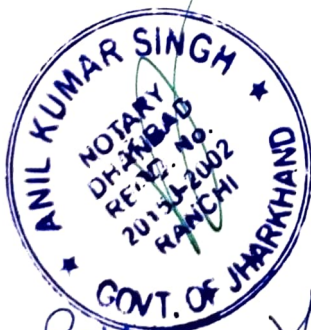
(b) All contributions will be submitted fully and on time, no later than three months from today. or. as the two contributing partners so decide.

## (8) INTEREST ON CAPITAL

The Partners will be entitled to a maximum interest at the rate of 12% on the closing balance as on each financial year on any capital which the Partner contributes to the Firm.

## (9) REMUNERATION TO PARTNERS

a. All the Three Partners part have agreed to work in the partnership firm as working partners, It is hereby agreed that the consideration of the parties of First and Second parts for devoting their time and attention to the business of the partnership firm and working in the partnership, they shall be entitled to draw remuneration of ₹3,60,000/- per annum per working partner respectively from eligible remuneration out of book profit calculated under section 40(b) of the income tax act, 1961 or any amendment thereof, if the profit are not adequate to meet the remuneration payable to partners, such remuneration will be prorate reduced, but the minimum remuneration payable as per Income Tax Act 1961.



05 AUG 2023  
NOTARY  
DHANBAD

Cont.

Roha

K. Singh

Gagan Nelli

4/17



**(10) CAPITAL WITHDRAWALS**

Capital may only be withdrawn from the Firm:

- (a) in accordance with this Deed; or
- (b) if all Partners provide their express consent to such withdrawal; or
- (c) as otherwise required by law.

**(11) ADDITIONAL CAPITAL**

(a) Capital contributions may be amended from time to time, according to the requirements of the Firm provided that the interests of the Partners are not affected, except with the unanimous consent of the Partners. No Partner will be required to make additional capital contributions. Whenever additional capital is determined to be required, the same shall be provided by all the Partners pursuant to mutual agreement and on mutually agreed terms. When an individual Partner is unwilling or unable to meet the additional contribution requirement within a reasonable period, as required by Firm business obligations, remaining Partners may contribute in proportion to their existing capital contributions to resolve the amount in default. In such case, the allocation of profits or losses among all the Partners will be adjusted to reflect the aggregate change in capital contributions by the Partners.

(b) Any advance of money to the Firm by any Partner in excess of the amounts provided for in this Deed or subsequently agreed to as additional capital contribution will be deemed a debt owed by the Firm and not an increase in capital contribution of the Partner. This liability will be repaid with interest at rates and times to be determined by a majority of the Partners within the limits of what is required or permitted under applicable laws. This liability will not entitle the lending Partner to any increased share of the Firm's profits nor to a greater voting power. Such debts may have preference or priority over any other payments to Partners as may be determined by a majority of the Partners. The interest so paid or payable shall be treated as a common item of business expenditure of the Firm while dividing the net profits or losses among the Partners.

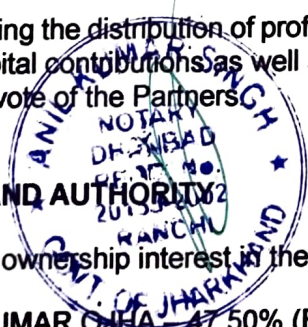
**(12) FINANCIAL DECISIONS**

Decisions regarding the distribution of profits, allocation of losses, and the requirement for additional capital contributions as well as all other financial matters will be decided by a unanimous vote of the Partners.

**(13) INTEREST AND AUTHORITY**

(a) The Partners' ownership interest in the Firm will be as follows:

- (I) RABINDRA KUMAR GUPTA - 47.50% (Forty-seven and-a-half Percent)



NOTARY  
DHANBAD

Roshan  
 [Signature]  
 05 AUG 2023  
 [Signature]  
 5/17

(II) AWADHESH KUMAR SINGH – 47.50% (Forty-seven and-a-half Percent)

(III) GULAM NABI - 05% (Five Percent)

#### (14) PROFIT AND LOSS

(a) Subject to the other provisions of this Deed, the net profits and losses of the Firm (as per the accounts maintained by the Partners and as per the profits ascertained after deduction of all direct and indirect expenses relating to the business(es) of the Firm including rent salaries and other establishment expenses as well as interest on loans) for both accounting and tax purposes, will accrue to and be borne by the Partners in proportion to the Partners' ownership interest in the Firm as described above.

(b) The profits and losses will be accounted by Accountant appointed by all the partners.

(c) The profits and losses will be distributed to the partners using the above Profit and Loss Distribution method annually on March 31st each year.

(d) Each Partner will be responsible for their own taxes on any distribution made.

#### (15) ACCOUNTING

(a) Accurate and complete books of account of the transactions of the Firm will be kept in accordance with Indian generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Partner. The books and records of the Firm will reflect all the Firm's transactions and will be appropriate and adequate for the business conducted by the Firm.

(b) The accounts of the Firm shall be maintained on a mercantile basis.

#### (16) PARTNERSHIP ANNUAL REPORT

(a) The Partners must ensure that as soon as reasonably practicable after the end of each financial year during the Term of the Firm, the Firm prepares an annual report ("the Annual Report"), which may include:

(I) a statement of all information as will be necessary for the preparation of each Partner's income or other tax returns;

(II) a copy of any tax returns filed on behalf of the Firm for that financial year;

(III) supporting income statements;

(IV) a balance sheet;

(V) a cash flow statement;



**NOTARY  
DHANBAD**

05 AUG 2023

Roshan Singh

Gulam Nabi 6/17



- (VI) a breakdown of the profit and loss attributable to each Partner; and
- (VII) any additional information that one or more Partners may reasonably require.
- (VIII) The specific contents of the Annual Report shall be discussed and mutually agreed between the Partners.
- (b) The Firm must provide a copy of the Annual Report to each Partner.

#### (17) BANKING AND PARTNERSHIP FUNDS

The funds of the Firm will be placed in such investments and banking accounts as will be designated by the Partners. All withdrawals from these bank accounts will be made by the duly authorised agent or agents of the Partners as agreed by unanimous vote of the Partners. Firm funds will be held in the name of the Firm and will not be commingled with those of any other person or entity. For all banking transactions, a minimum two persons signature shall be required and the partners of the First, Second and Third Part shall be the authorized signatories for the purpose of all banking of the partnership.

#### (18) PARTNERSHIP FINANCIAL YEAR

The financial year of the Firm will end on March 31 each year.

#### (19) VOTING

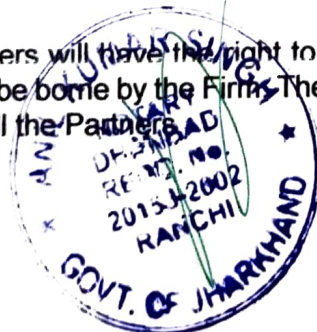
In any vote required by the Firm, the vote cast by each Partner will be weighted in proportion to the Partners' ownership interest in the Firm as described above.

#### (20) AUDIT

(a) The Parties agree to appoint an independent accounting firm to serve as auditor of the Firm ("Auditor"). The internal audit of the Firm shall be executed as provided by generally accepted accounting standards and principles in India and in accordance with international standards.

(b) All accounts related to the Firm including contribution and distribution accounts will be audited annually.

(c) Any of the Partners will have the right to request an audit of the Firm books. The cost of the audit will be borne by the Firm. The audit will be performed by an accounting firm acceptable to all the Partners.



NOTARY  
DHANBAD

05 AUG 2023

Rohan K. Singh

Gulam Nali

## (21) MANAGEMENT

Except as the Partners may otherwise agree in writing, all actions and decisions respecting the management, operation, and control of the Firm and its business will be decided by a unanimous vote of the Partners.

## (22) COMPENSATION FOR SERVICES PERFORMED

Partners may be compensated for services actually performed as from time to time may be agreed by unanimous vote of the Partners. It is further decided that the Party of the Third Part Sri Gulam Nabi, in the event that the other partner's so decide to remove him from the partnership before completion of the project, if they find his commitment to the project less then wanting, then, he shall be paid a compensation equal to 10,000/- (Ten Thousand) per month for the term of his presence as a partner of this indenture.

## (23) MEETINGS

(a) Regular meetings of the Partners will be held quarterly.

(b) Any Partner can call a special meeting to resolve issues that require a vote, as indicated by this Deed, by providing all Partners with reasonable notice. In the case of a special vote, the meeting will be restricted to the specific purpose for which the meeting was held.

(c) All meetings will be held at a time and in a location that is reasonable, convenient, and practical considering the situation of all Partners

## (24) ADMITTING A NEW PARTNER

(a) A new Partner may be admitted to the Firm with a unanimous vote of the existing Partners.

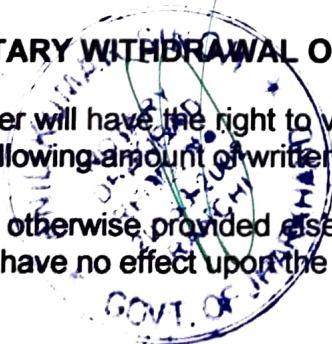
(b) Any new Partner agrees to be bound by all the covenants, terms, and conditions of this Deed, inclusive of all current and future amendments. Further, a new Partner will execute such documents as are needed to effect the admission of the new Partner. Any new Partner will receive such business interest in the Firm as determined by a unanimous decision of the other Partners.

05 AUG 2023

## (25) VOLUNTARY WITHDRAWAL OF A PARTNER

(a) Any Partner will have the right to voluntarily withdraw from the Firm at any time by serving the following amount of written notice to the remaining Partners: three months.

(b) Except as otherwise provided elsewhere in this Deed, the voluntary withdrawal of a Partner will have no effect upon the continuance of the Firm business.



Roshan

S. K. Singh

NOTARY  
DHANBAD

Gulam Nabi 8/17



(c) In the event that the interest of a Partner ("the Dissociated Partner") in the Firm is to be sold, the remaining Partners have a right of first purchase on that interest. If any of the remaining Partners elect to purchase the interest of the Dissociated Partner, those Partners will serve written notice of such election upon the Dissociated Partner within thirty (30) days after receipt of the Dissociated Partner's notice of intention to withdraw, including the purchase price and method and schedule of payment for the Dissociated Partner's interest. The purchase amount of any buyout of the Dissociated Partner's interest will be determined as outlined in the Valuation of Interest section of this Deed.

(d) A Dissociated Partner will only exercise the right to withdraw in good faith and will act to minimize any present or future harm done to the remaining Partners as a result of the withdrawal.

## **(26) INVOLUNTARY WITHDRAWAL OF A PARTNER**

(a) Events resulting in the involuntary withdrawal of a Partner from the Firm will include but not be limited to: death of a Partner; Partner mental incapacity; Partner disability preventing reasonable participation in the Firm; Partner incompetence; breach of fiduciary duties by a Partner; criminal conviction of a Partner; Expulsion of a Partner; Operation of Law against a Partner; or any act or omission of a Partner that can reasonably be expected to bring the business or societal reputation of the Firm into disrepute.

(b) Except as otherwise provided elsewhere in this Deed, the involuntary withdrawal of a Partner will have no effect upon the continuance of the Firm business.

(c) In the event that a Partner's interest in the Firm is to be sold, the remaining Partners have a right of first purchase on that interest. If any of the remaining Partners elect to purchase the interest of the Dissociated Partner, those Partners will serve written notice of such election, including the purchase price and method and schedule of payment upon the Dissociated Partner, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the Dissociated Partner. The purchase amount of any buyout of a Partner's interest will be determined as outlined in the Valuation of Interest section of this Deed.

(d) A trustee in bankruptcy or similar third party who may acquire that Dissociated Partner's interest in the Firm will only acquire that Partner's economic rights and interests and will not acquire any other rights of that Partner or be admitted as a Partner of the Firm or have the right to exercise any management or voting interests.

## **(27) DISSOCIATION OF PARTNER**

(a) Where the remaining Partners have purchased the interest of a Dissociated Partner, the purchase amount will be paid in full, but within 90 days of the date of withdrawal.

Rosha

05 AUG 2023

Gulay Nobei

(b) The Firm will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Firm.

(c) Where the voluntary or involuntary withdrawal of a Partner results in only one Partner remaining or where no buyer is found to purchase the interest of the Dissociated Partner then the Firm will proceed in a reasonable and timely manner to dissolve the Firm, with all debts being paid first, prior to any distribution of the remaining funds. Valuation and distribution will be determined as described in the Valuation of Interest section of this Deed.

(d) On any purchase and sale of a Firm interest, a Dissociated Partner will only have liability for Firm obligations that were incurred during their time as a Partner. Immediately upon the sale of a withdrawing Partner's interest, the Firm will prepare, file, serve, and publish all notices required by law to protect the withdrawing Partner from liability for further Firm obligations.

(e) The remaining Partners retain the right to seek damages from a Dissociated Partner where the dissociation resulted from a malicious or criminal act by the Dissociated Partner or where the Dissociated Partner had breached their fiduciary duty to the Firm or was in breach of this Deed or had acted in a way that could reasonably be foreseen to bring harm or damage to the Firm or the reputation of the Firm.

## (28) DISSOLUTION

(a) Except as otherwise provided in this Deed, the Firm may be dissolved only with the unanimous consent of all Partners.

(b) In the event of the dissolution of the Firm, each Partner will share in any remaining assets or liabilities of the Firm in proportion to the Partners' ownership interest in the Firm as described above (the "Dissolution Distribution").

(c) Upon dissolution of the Firm and liquidation of Firm property, and after payment of all selling costs and expenses, the liquidator will distribute the Firm assets to the following groups according to the following order of priority:

(I) In satisfaction of liabilities to creditors except Firm obligations to current Partners;

(II) In satisfaction of Firm debt obligations to current Partners; and then

(III) To the Partners according to the Dissolution Distribution described above.

(d) The claims of each priority group will be satisfied in full before satisfying any claims of a lower priority group. Any excess of Firm assets after liabilities or any insufficiency in Firm assets in resolving liabilities under this section will be shared by the Partners according to the Dissolution Distribution described above.

## (28) VALUATION OF INTEREST

NOTARY  
DHANBAD

5 AUG 2023

Rosha

V. S. K. S.

Gulam Nohi



(a) In the absence of a written agreement setting a value, the value of the Firm will be based on the fair market value appraisal of all Firm assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Partners. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Partners. A withdrawing Partner's interest will be based on that Partner's proportion of the Dissolution Distribution described above, less any outstanding liabilities the withdrawing Partner may have to the Firm. The intent of this section is to ensure the survival of the Firm despite the withdrawal of any individual Partner.

(b) No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Firm books immediately prior to valuation.

### (29) GOODWILL

The goodwill of the Firm will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP).

### (30) BORROWINGS

Loans from banks, financial institutions, financing companies or third parties, for the financial requirements of the Firm, over and above the contributions made by the Partners, shall be obtained only after obtaining written approval of all of the existing Partners.

### (31) THE PARTNERSHIP

In regard to matters not specifically provided for in these presents, the Partners hereto hereby agree to abide by the provisions of the Indian Partnership Act, 1932. The Partners shall procure registration of the Firm as per the provisions of the Indian Partnership Act, 1932.

### (32) TITLE TO PARTNERSHIP PROPERTY

Title to all Firm property will remain in the name of the Firm. No Partner or group of Partners will have any ownership interest in such Firm property in whole or in part.

### (33) FORCE MAJEURE

A Partner will be free of liability to the Firm where the Partner is prevented from executing their obligations under this Deed in whole or in part due to force majeure,

Roshan Singh

5 AUG 2023

Julay Nali 11/17

NOTARY  
DHANBAD

such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Partner has communicated the circumstance of said event to any and all other Partners and taken any and all appropriate action to mitigate said event.

**(34) DUTIES OF PARTNERS**

(a) No Partner will engage in any business, venture, or transaction, whether directly or indirectly, that might be competitive with the business of the Firm or that would be in direct conflict of interest to the Firm without the unanimous written consent of the remaining Partners.

(b) Each Partner hereby acknowledges and agrees that any and all business, ventures, or transactions with any appearance of conflict of interest must be fully disclosed to all other Partners.

(c) Each Partner hereby acknowledges and agrees that a failure to comply with any of the terms of this clause will be deemed an Involuntary Withdrawal of the offending Partner and may be treated accordingly by the remaining Partners.

(a) Each Partner hereby agrees to be candid and faithful to all other Partners and to provide all other Partners with all relevant information that relates to the Firm.

(a) Each Partner hereby agrees to provide all other Partners with all necessary assistance in carrying on the Firm's business, for the mutual benefit of all Partners.

(a) Each Partner must account to the Firm for any benefit derived by that Partner without the consent of the other Partners from any transaction concerning the Firm or any use by that Partner of the Firm property, name, or business connection. This duty continues to apply to any transactions undertaken after the Firm has been dissolved but before the affairs of the Firm have been completely wound up by the surviving Partner or Partners or their Agent or Agents.

(a) Each Partner will devote such time and attention to the business of the Firm as the majority of the Partners will from time to time reasonably determine for the conduct of the Firm business.

(a) Each Partner must at all times punctually pay when due and discharge all of his or her own private debts.

(a) In the event that a Partner receives money on behalf of the Firm, that Partner must immediately deposit such money with the Firm (for example, into the Firm's nominated bank account, investment account or such other account as is nominated by the Firm).

(b) Each Partner hereby indemnifies and keeps indemnified each other Partner in respect of any and all losses, damages, costs, expenses and liabilities which may arise from a breach of this clause.

**(35) PROHIBITED ACTS**



**NOTARY  
DHANBAD**  
05 AUG 2023

Rosha X [Signature]

Julan Nati 12/17

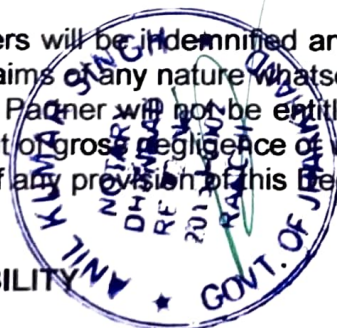


- (a) No Partner may do any act in contravention of this Deed.
- (b) No Partner may permit, intentionally or unintentionally, the assignment of express, implied, or apparent authority to a third party that is not a Partner in the Firm.
- (c) No Partner may mortgage, assign, encumber or charge that Partner's interest in the Firm (or in any property, assets or business of the Firm) without the prior written consent of the other Partners.
- (d) No Partner may do any act that would make it impossible to carry on the ordinary business of the Firm.
- (e) No Partner may confess a judgment against the Firm.
- (f) No Partner may disclose to any person, or use in any way, any confidential information of the Firm or of the business of the Firm, except for in the course of conducting the business of the Firm.
- (g) No Partner will have the right or authority to bind or obligate the Firm to any extent with regard to any matter outside of the intended purpose of the Firm.
- (h) No Partner may appoint or dismiss any employees, contractors or agents except with the prior written consent of the other Partners.
- (i) No Partner may lend any of the Firm's money, or provide credit on behalf of the Firm, without the prior written consent of the other Partners.
- (j) No Partner may give any security or promise for the payment of money by the Firm, except in the ordinary course of the Firm business or with the prior written consent of the other Partners.
- (k) Any violation of the above Prohibited Acts will be deemed an involuntary withdrawal of the offending Partner and may be treated accordingly by the remaining Partners.
- (l) The Partners each hereby indemnify each other, and keep each other indemnified, in respect of any and all losses, damage, costs, expenses and liabilities which may arise from a breach of this "Prohibited Acts" clause.

**(36) INDEMNIFICATION**

All Partners will be indemnified and held harmless by the Firm from and against any and all claims of any nature whatsoever, arising out of a Partner's participation in Firm affairs. A Partner will not be entitled to indemnification under this section for liability arising out of gross negligence or wilful misconduct of the Partner or the breach by the Partner of any provision of this Deed.

**(37) LIABILITY**



**NOTARY  
DHANBAD**

05 AUG 2023

*Gulau Netai*

*Roshan*      *A. Singh*

A Partner will not be liable to the Firm, or to any other Partner, for any mistake or error in judgment or for any act or omission done in good faith and believed to be within the scope of authority conferred or implied by this Deed or the Firm.

### **(38) LIABILITY INSURANCE**

(a) The Firm may acquire insurance on behalf of any Partner, employee, agent, or other person engaged in the business interest of the Firm against any liability asserted against them or incurred by them while acting in good faith on behalf of the Firm. This may include but is not limited to:

- (I) Professional liability insurance; and
- (II) Public liability insurance; and
- (III) Workers' compensation insurance.

### **(39) WAIVER**

(a) The waiver by either Party of any right or remedy in relation to a breach, default, delay or omission by the other Party of any provision or provisions of this Deed will not be construed as a waiver of any subsequent breach of the same or other provisions of this Deed.

(b) The failure or delay by either Party in exercising any right or remedy under this Deed will not constitute a waiver of that right or remedy, nor will it prevent or impair that Party from subsequently exercising that right or remedy.

(c) Any rights or remedies provided in this Deed are cumulative and are in addition to any rights or remedies provided by law.

### **(40) CURRENCY**

Any amounts of money described in this Deed are in Indian Rupees unless specifically stated otherwise.

### **(41) GOODS AND SERVICES TAX**

Any amounts of money described in this Deed are inclusive of Goods and Services Tax (if applicable) unless specifically stated otherwise.

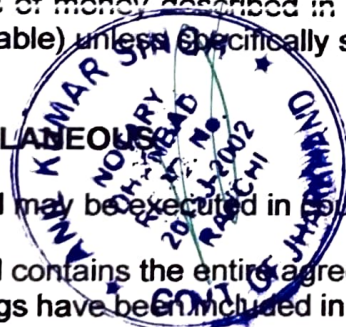
### **(42) MISCELLANEOUS**

(a) This Deed may be executed in counterparts.

(b) This Deed contains the entire agreement between the Parties. All negotiations and understandings have been included in this Deed. Statements or representations which

  
Roshan

  
Gulam Nabi 14/17



**NOTARY  
JHANSI**

05 AUG 2023



may have been made by any Party to this Deed in the negotiation stages of this Deed may in some way be inconsistent with this final written Deed. All such statements are declared to be of no value in this Deed. Only the written terms of this Deed will bind the Parties.

(c) This Deed and the terms and conditions contained in this Deed apply to and are binding upon the Partner's successors, assigns, executors, administrators, beneficiaries, and representatives.

(d) This Deed may not be amended in whole or in part without the unanimous written consent of all Partners.

(e) All of the rights, remedies, and benefits provided by this Deed will be cumulative and will not be exclusive of any other such rights, remedies, and benefits allowed by law.

(f) Any notice to be given under this Deed shall be in writing and shall be sent by first class mail or air mail to the address of the relevant Party set out at the head of this Deed. Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first class mail), or 7 working days after the date of posting (in the case of air mail). In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, as the case may be.

#### (43) SEVERABILITY

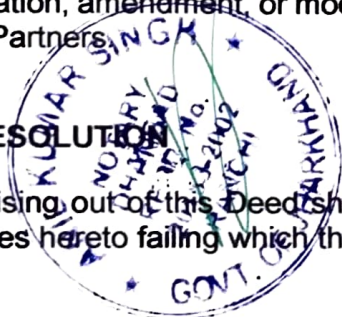
If any provision of this Deed shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Deed shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Any invalid or unenforceable provision of this Deed shall be replaced with a provision that is valid and enforceable and most nearly gives effect to the original intent of the invalid / unenforceable provision.

#### (44) AMENDMENTS

Any change, alteration, amendment, or modification to this Deed must be in writing and signed by all the Partners.

#### (45) DISPUTE RESOLUTION

Any dispute(s) arising out of this Deed shall, as far as possible, be settled amicably between the Parties hereto failing which the following shall apply:



NOTARY  
CHANBAD

Rohan X Singh: 11 - AUG 2017 Gulan Nalin

(a) Any dispute under this Deed shall be referred to arbitration by a sole arbitrator to be appointed jointly by the Parties.

(b) The arbitration proceedings shall be held in Dhanbad, Jharkhand in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory re-enactment or modification thereof for the time being in force.

(c) The Parties agree that the arbitration award shall be final and may be enforced as a decree.

(d) The Parties further agree that subject to the above only the competent courts at Dhanbad, Jharkhand shall have jurisdiction in all matters arising hereunder.

(e) The Parties further agree to keep the arbitration proceedings and the arbitral award confidential.

#### (46) ANNOUNCEMENTS

A Party shall not make any news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Deed, the contents / provisions thereof, other information relating to this Deed, the Confidential Information or other matter of this Deed, without the prior written approval of the other Party.

#### (47) NOTICES

(a) Except as otherwise specified in this Deed, all notices, requests, consents, approvals, agreements, authorizations, acknowledgements, waivers and other communications required or permitted under this Deed shall be in writing and shall be deemed given when sent to the address specified in the title clause to this Deed.

(b) Either Party may change its address for notification purposes by giving the other Party 10 (ten) days' notice of the new address and the date upon which it will become effective.

#### (48) GOVERNING LAW

This Deed and all issues arising out of the same shall be construed in accordance with the laws of India.

EXECUTED AS AN AGREEMENT this 11<sup>th</sup> April, 2022



NOTARY  
DHANBAD

Roshan Singh

05 AUG 2022  
Gulam Nadeem



Signed by **RABINDAR KUMAR OJHA:**

In the presence of:

\_\_\_\_\_

Witness Signature

*Rotha*

\_\_\_\_\_

Rabindar Kumar Ojha

Signed by **AWADHESH KUMAR SINGH:**

In the presence of:

\_\_\_\_\_

Witness Signature

*Awadhesh*

\_\_\_\_\_

Awadhesh Kumar Singh

Signed by **GULAM NABI:**

In the presence of:

\_\_\_\_\_

Witness Signature

*Gulam Nabi*

\_\_\_\_\_

Gulam Nabi

*[Handwritten signature]*

*Gulam Nabi*  
*[Signature]*  
05/08/23



**NOTARY  
DHANBAD**

**Authorised.**  
u/s (8) (i) (a) of Notaries Act  
1952 (Act No 53 of 1952)

**05 AUG 2023**