

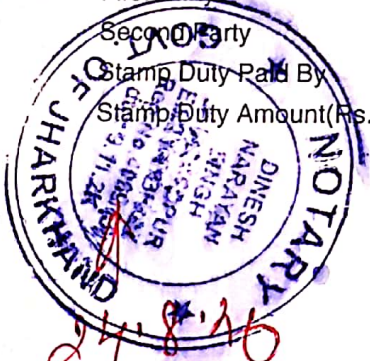


सत्यमेव जयते

INDIA NON JUDICIAL Government of Jharkhand

e-Stamp

Certificate No. : IN-JH31125299223239S
 Certificate Issued Date : 13-Aug-2020 12:12 PM
 Account Reference : SHCIL (FI)/jhshcil01/ BISTUPUR/ JH-ES
 Unique Doc. Reference : SUBIN-JHJHSHCIL0147116997192394S
 Purchased by : BY SELF
 Description of Document : Article 46 Partnership
 Property Description : PARTNERSHIP
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : SANJAY KUMAR PANDEY AND OTHERS
 Second Party : NA
 Stamp Duty Paid By : SANJAY KUMAR PANDEY AND OTHERS
 Stamp Duty Amount (Rs.) : 100
 (One Hundred only)



Known to me and sign before me
[Signature]
Advocate, Jamshedpur

[Signature]

Please write or type below this line

Sanjay Pandey

State Sir Passed Kundera

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made on this the 19th Day of August 2020 by and BETWEEN:

Sri Dinesh Kumar Pandey S/o Kedar Nath Pandey by religion Hindu, by occupation Business, resident of E/304, A - Block, Khutadih, Sonari, P.O. & P.S. Sonari, Jamshedpur - 831011 in the district of East Singhbhum the party of the FIRST PART;

LB 0012624335

Statutory Alert:

Sanjay Pandey
Sanjay Pandey
Mahabir Prasad Gupta

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Advocate, Jamshedpur

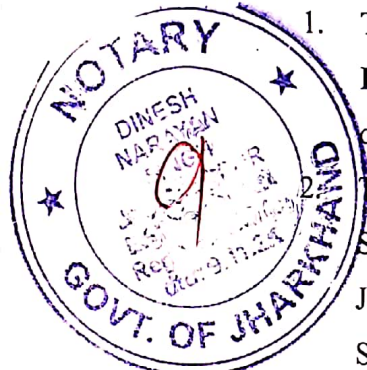
Sri Sanjay Kumar Pandey S/o Sri Raj Narayan Pandey by religion Hindu, by occupation Business, resident of H. No. 29, Khutadih, Sonari, P.O. & P.S. Sonari, Jamshedpur - 831011 in the district of East Singhbhum the party of the **SECOND PART**;

AND

Sri Mahabir Prasad Gupta S/o Sri P. R. Gupta by religion Hindu, by occupation Business, resident of Near Bhubneshwari Mandir, Bhatia Basti, Kadma, P.O. & P.S. Kadma, Jamshedpur - 831005 in the district of East Singhbhum the party of the **THIRD PART**;

WHEREBY IT IS AGREED that the parties hereto (hereinafter together called the partners) shall become partners in the business of Civil Construction, Land development, real estate and such other business with effect from 19th Day of August 2020, upon the terms and conditions hereinafter contained namely:

1. The partnership shall be carried on in the name and style of "CRYSTAL BUILDCON" for the carrying on business of Civil Construction, Land development, real estate and such other business.
2. The partnership business will be carried on at Shop No.-2, H. No.-1, Crystal Square Basement, Kharkai Link Road, Bistupur, P.O. & P.S Bistupur, Jamshedpur - 831001 in the district of East Singhbhum and Branch Office Situated at such other place or places, as shall be agreed to by the partners from time to time.
3. It is agreed, however, that in case the partners so agree upon business in any other kind or of the same kind and/or in any commodity or agencies or contracts could be undertaken by this partnership either in its present name or in any other name or names and at such place or places as the partners may mutually decide upon from time to time and consequently the nature and scope of the business may be extended, expanded, restricted, limited or curtailed if mutually agreed upon by the partners.
4. That the partnership will be a partnership at will terminable at the option of any partner by giving one month's notice to other partner. But partnership may be



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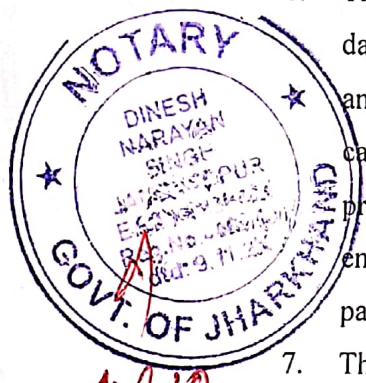
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Advocate, Jamshedpur

dissolved without any formality of a notice any time with the consent of all the partners. A partner can also retire from the partnership by giving one month's notice to other partner and in this case also formality of a notice can be waived and a partner may retire any time with the consent of the remaining partners, in case any one of the partners gives notice of dissolution and the remaining partners desire to continue the business in the manner suited to him/her, under such circumstances the notice of dissolution shall be deemed as notice for retirement of the partner concerned.

5. That Branch or Branches of the business may be opened any where or may be closed as and when required according to the exigencies or the business.
6. That at the end of each accounting year on 31st March or on such an auspicious day as may be convenient from time to time a general account of all the assets and liabilities and transaction of the firm will be taken and profit and loss, as the case may be, determined after providing for all outgoing expenses and such net profit or loss will be divided between the partners according to their shares enumerated here-in-after after deducting interest and remuneration, if any, to the partners.
7. That proper book of account of the business will be maintained at the place or places of business which will be open for inspection by the partners or by their Authorised representative who will be entitled to examine and to take copies or extracts from them.
8. That any partner will be entitled to open, operate all banking accounts in the name of the firm and to draw, endorse, negotiate or give valid discharge for the hundies, cheques, promissory notes and other negotiable instruments and negotiate for loan from banks or other persons either by hypothecation of stocks or by giving any other security or otherwise for carrying on the business of the firm.
9. The capital of the partnership shall be contributed equally by the partners; any further fund or capital required for the purpose of the business of the firm will be contributed or provided by the partners or by any partner/partners in such



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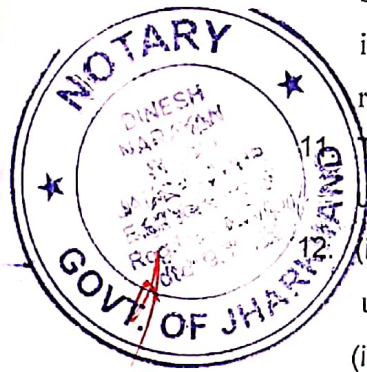
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Advocate, Jamshedpur

manner or proportion as may be mutually agreed upon between the partners. Interest @12% per annum shall be payable by the firm on credit balance of the partners on product method. However, if there is loss after providing salary to the partner in the relevant accounting year no interest shall be paid to the partners and if the profit of the firm is insufficient to pay the whole of the amount of interest after providing, salary to the partners, such interest shall be proportionately reduced to the interest that the profit of the firm is reduced to nil.

10. That the party of the FIRST part, the SECOND part and the THIRD part hereto shall be working partners in the firm and they shall actively engage themselves in conducting the business and affairs of the firm and they shall be entitled to remuneration.



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The total remuneration payable to working partners shall be worked out as under: -

- (i) In case of the book profit upto Rs. 1,50,000/- for the year Rs. 1,50,000/- or the amount of the book profit whichever is less.
- (ii) In case of book profit exceeding Rs. 1,50,000/- but not exceeding Rs. 3,00,000/- for the year. Rs. 1,50,000/- or 90% of the book profit whichever is more
- (iii) On the book profit exceeding Rs. 3,00,000/- for the year. 60% of the excess over Rs 3,00,000/-

The above total remuneration shall be payable to working partners as follows: -

(i)	Sri Dinesh Kumar Pandey	33.34%
(ii)	Sri Sanjay Kumar Pandey	33.33%
(iii)	Sri Mahabir Prasad Gupta	33.33%

13. It is also agreed that interest remuneration and commission payable to partners shall accrue on the last day of each accounting year and in case where accounts are taken and finalized during the accounting year as on particular date due to death, retirement or admission of partner or due to dissolution of the firm, then the same shall accrue on such date.

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Advocate Jamshedpur

14. That profits, gains or losses of the partnership after providing for interest salary and commission payable to the partners, shall be shared by the partners as follows: -

The FIRST PARTNER	33.34%
The SECOND PARTNER	33.33%
The THIRD PARTNER	33.33%

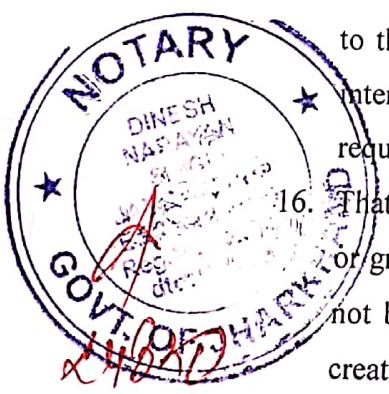
That each partner will be entitled to draw not only remuneration and profit credited to his account but also such part of the capital as may be agreed upon by the partners from time to time.

15. That if the amount or manner of the calculation of remuneration or Commission to the working partners or the rate of interest to the partners or terms of such interest are varied or altered no supplementary deed of partnership would be required and such changes would be settled with the mutual consent of partners.

16. That each partner will make good the loss occasioned to the firm by his/her fraud or gross negligence in the conduct of the business of the firm and the firm shall not be liable for the individual and personal liabilities or debts of any partner created before or after the commencement of this partnership deed.

17. That each partner will be reimbursed for the expenses incurred by him/her in carrying on the business of the firm or for all acts done in protecting the firm from loss in an emergency as will be done by a man of ordinary prudence.

18. That the partnership will not be dissolved on the death, retirement, expulsion or insolvency of a partner. On the death of a partner, the business may be carried on by the other partners with the legal representative of the deceased partner in his/her place unless such legal representative declare not to remain as partner, the share of such deceased, retired, expelled or insolvent partner will be paid back to such legal representative of the deceased partner or to the retiring, expelled or insolvent partner by the remaining partner who may continue the business in the manner suited to him/her.



Dr. P. Singh
Satyajit Pandey
Manoj Kumar
Known to me and sign before me
Advocate Jamshedpur

19. That no partner will except with the consent of the other partner previously obtained in writing do either of the following:

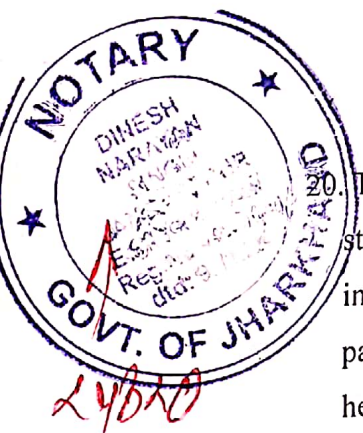
- a. Speculate with the funds of the partnership;
- b. Acquire any fixed assets on behalf of the firm in his/her own name;
- c. Sell, assign, mortgage, charge or encumber in any manner or transfer his/her share or interest with the firm;
- d. Introduce a person as new partner nominate a person as his/her successor;
- e. Compromise or relinquish the whole or any portion of a claim by the firm, except in the ordinary course of business;
- f. Compromise or refer to arbitration any suit or proceeding against the firm or between a third party and the firm;
- g. File or withdraw a suit or other legal proceedings on behalf of the firm; and
- h. Admit liability in a suit or proceeding against the firm.

20. That no partner during the continuance of the partnership firm will be entitled to stop or suspend the business of the firm or freeze banking account of the firm and in case of any dispute between the partners, the business will be carried on by the partners and the dispute will be settled by arbitration in the manner provided herein after.

21. That for the purpose of this partnership deed every partner is principal for self and agent for other partner and the partners hereby agree to ratify all such acts done by any partner in carrying on the business of the partnership.

22. That each partner will be entitled to carry on his/her separate business in present nature or different commodities or different kind either as a proprietorship concern or as a partnership with some other partners and provisions of section 16 of the Indian partnership Act, 1932 will not apply at such business.

23. That all the disputes and questions in connection with the partnership or this deed arising between the partners or between any one of them any the legal representative of any partner or between their respective legal representatives whether during the continuation of the partnership or at any time afterwards, shall



be referred to arbitration, according to the provisions of the Indian Arbitration Act, 1940 and award given in arbitration will be final and binding on the partners and the legal representative.

24. That the provisions of the Indian Partnership Act 1932 will be applicable to this partnership except so far as herein modified.

IN WITNESS WHEREOF the executors of the First and the Second part have set their hands to these presents in the presence of the witnesses on the day, month and year first above written.

Witnesses: -

1.

2.

Signature of the partners:

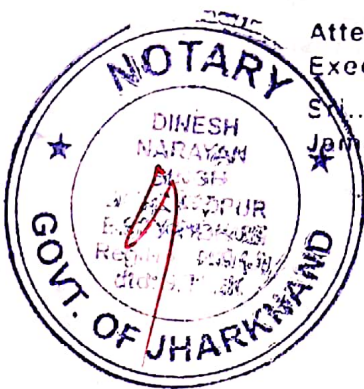
1.

2. *Sayoj Bandy*

3. *V. Mahabir Prasad Saha*

known to me and sign before me

Advocate, Jamshedpur



Attested the Signature of
Executants which Identity by
S... Adve
Jamshedpur

24/12/20
Dinesh Narayan Saha
NOTARY
JAMSHEDPUR

[Signature]