

DEED OF PARTNERSHIP

This INDENTURE is made on this the 13th day of December, 2022.

BETWEEN

Sri Uday Kumar Tiwari, S/o- Brij Nandan Tiwari, aged about 43 years, by faith - Hindu, by- occupation- Business, residing at 201A, New Colony, Near Pound, Nutandih, Dhanbad - Jharkhand - 826003, herein after called the First Party (which terms of expression unless excluded by of repugnant of the context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the First Part

AND

Smt Mamta Singh, D/o- Baban Singh, aged about 39 years, by faith - Hindu, by occupation- Business, resident of H/No 192, Near Shiv Mandir, New Colony, Jagjivan Nagar, Dhanbad - JHARKHAND - 826003 Hereinafter called the Second Party (which terms or expression unless excluded by or repugnant to the context be deemed to mean and include her heirs executors, administrators, legal representatives and assigns) of the Second Part

AND

Sri Sarvesh Kumar, S/o- Shashi Bhusan Prasad, aged about 41 years, by faith - Hindu, by occupation- Business, resident of opposite Shreeram City, Bharat Medicals, Saraidhela, Phuphuadi, Dhanbad - JHARKHAND - 828127 Hereinafter called the Third Party (which terms or expression unless excluded by or repugnant to the context be deemed to mean and include her heirs executors, administrators, legal representatives and assigns) of the Third Part

AND

Sri Santosh Kumar Mandal, S/o- Magaram Mandal, aged about 33 years, by faith - Hindu, by occupation- Business, resident of H No - 101, Mandal Para, Near Samudaik Bhawan, Saraidhela, Dhanbad - JHARKHAND - 828127 Hereinafter called the Forth Party (which terms or expression unless excluded by or repugnant to the context be deemed to mean and include her heirs executors, administrators, legal representatives and assigns) of the Forth Part

AND

Sri Ritesh Kumar Sharma, S/o- Ramniwas Sharma, aged about 34 years, by faith - Hindu, by occupation- Business, resident of Q No - 2/67, New Colony, Near hanuman Mandir,



Uday K Tiwari

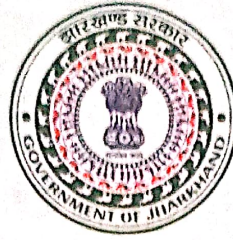
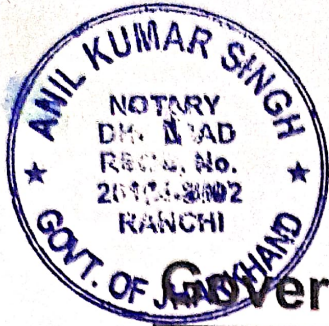
Mamta Singh

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Sarvesh Kumar
Santosh K. Mandal

R. Kumar

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Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 09b74bdfd6a2d47a6637

Receipt Date : 10-Dec-2022 12:52:12 pm

Receipt Amount : 200/-

Amount In Words : Two Hundred Rupees Only

Document Type : Partnership

District Name : Dhanbad

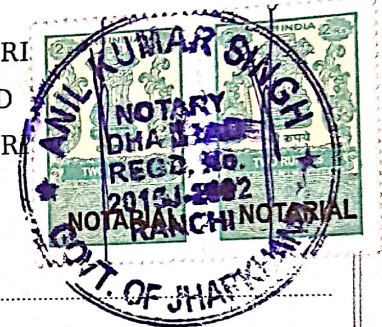
Stamp Duty Paid By : UDAY KUMAR TIWARI

Purpose of stamp duty paid : PARTNERSHIP DEED

First Party Name : UDAY KUMAR TIWARI

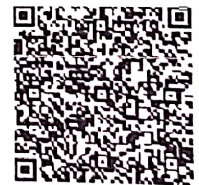
Second Party Name : AS APPLICABLE

GRN Number : 2214690901



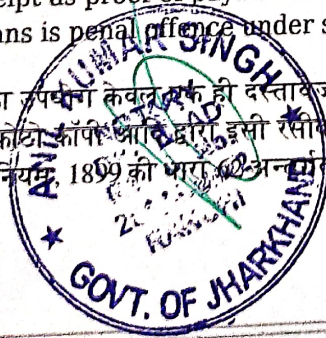
-: This stamp paper can be verified in the jharnibandhan site through receipt number :-

Mamta Singh
Santosh K. Mandal
Anil Kumar Singh



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



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Jagjivan Nagar, Dhanbad – JHARKHAND - 826003 Hereinafter called the Fifth Party (which terms or expression unless excluded by or repugnant to the context be deemed to mean and include her heirs executors, administrators, legal representatives and assigns) of the Fifth Part.

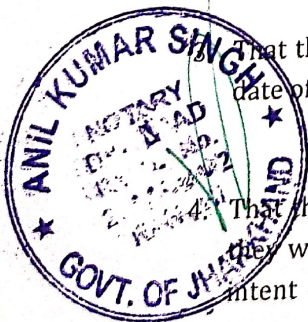
WHEREAS the parties hereto above named desirous of doing business of Real Estate, Works Contract and General Order Supplier and such other work as decided mutually from time to time in co-partnership under the name and style of "M/s Shree Krishna Developers" at New Colony, Near Pond, Jagjivan Nagar, Dhanbad – 826003.

AND WHEREAS under the circumstances it has been considered advisable to make out a formal instrument of partnership incorporating therein the terms and conditions of the partnership formed by and amongst them.

NOW THIS DEED WITNESSETH and the Parties hereby agree as follows:

1. That the Parties hereto shall at present constitute and become Partners of the Partnership Firm "M/s Shree Krishna Developers" subject to the terms herein under contained subject to such modification in its constitution or object clauses as may hereinafter be agreed.
2. That the name and style of the partnership firm shall, at present be "M/s Shree Krishna Developers" and the object of the partnership shall be carrying on business of Real Estate, Works Contract and General Order Supplier and as felt necessary add other businesses in mutual consent from time to time. The partnership shall enter into engagements on behalf of the firm in the firm's name only. The said name and the objects may be altered hereafter if so, mutually decided by all the partner's.

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That the partnership business shall be deemed to have commenced on and from the date of signing this partnership deed as afore mentioned.

That the parties to this deed have agreed to be in this partnership at WILL and that they will be at liberty to leave the partnership my giving one month's notice of such intent to other existing. Moreover, if the partners mutually agree then they may

Mamta Singh
Mamta Singh

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Santosh Kumar Mandal
Santosh Kumar Mandal

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introduce new partners for smooth running of this partnership business.

5. That, the business of the partnership shall be carried on at **New Colony, Near Pond, Jagjivan Nagar, Dhanbad - 826003** or at such other place or places as the partners shall from time to time determine.

6. That the partners shall contribute such amount or amounts towards their capital in the firm and the same shall be brought in as & when so required as mentioned below:-

1st Party	-	Sri Uday Kumar Tiwari	Rs. 2,00,000/-
2nd Party	-	Smt Mamta Singh	Rs. 2,00,000/-
3rd Party	-	Sri Sarvesh Kumar	Rs. 2,00,000/-
4th Party	-	Sri Santosh Kumar Mandal	Rs. 2,00,000/-
5th Party	-	Sri Ritesh Kumar Sharma	Rs. 2,00,000/-

7. That interest at the rate of 12% per annum or as may be prescribed under section 40(b)(iv) of the Income-tax Act, 1961 or any other applicable provisions as may be in force in the income-tax assessment of the partnership firm for the relevant accounting period or at a lower rate as may be agreed to by and between the parties from time to time shall be paid to the partners or credited to the partners on the amount standing to the credit of the Capital Account of the partners. Such interest shall be considered as an expenditure of the firm and shall be debited to the Profit and Loss Account of the firm before arriving at the divisible profit or loss. The interest to persons other than partners shall be paid or credited to their accounts at the rate or rates as may be agreed to by and between the partners and such persons from time to time.

8. That all the partners to this partnership deed have agreed to keep themselves actively engaged in conducting the affairs of the business of the partnership firm. The said partners shall be working partners. It is hereby agreed to that in consideration of the said parties keeping themselves actively engaged in the business of the partnership firm and working as working partners, shall be entitled to remuneration.

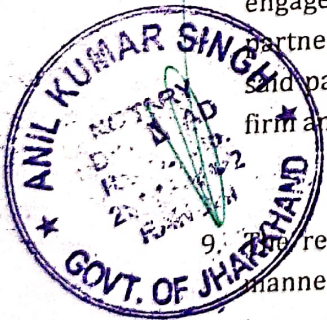
9. The remuneration payable to the said working partners shall be computed in the manner laid down or deduction under section 40(b)(v), read with Explanation 3 of the

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Mamta Singh

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Santosh Kumar Mandal
Ritesh Kumar

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Income-tax Act, 1961 or any other applicable provision as may be in force in the income- tax assessment of the partnership firm for the relevant accounting year. Such amount of remuneration shall be distributed between the said working partners in the following proportion:

1st Party	-	Sri Uday Kumar Tiwari	20%
2nd Party	-	Smt Mamta Singh	20%
3rd Party	-	Sri Sarvesh Kumar	20%
4th Party	-	Sri Santosh Kumar Mandal	20%
5th Party	-	Sri Ritesh Kumar Sharma	20%

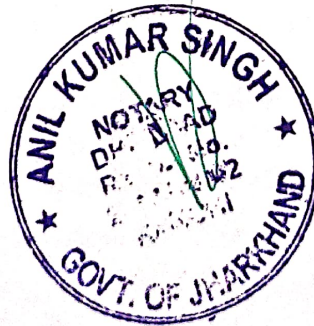
10. The partners shall be entitled to increase or reduce the above remuneration as the case may be. The partners may also agree to revise the mode of calculating the above said remuneration as may be agreed to by and between the partners from time to time.

11. That the parties hereto shall be true and faithful to each other and shall not do or cause to be done anything which may be detrimental to the interest of the firm.

12. That the parties shall keep or cause to be kept proper books of account and documents and shall make entries therein of all receipts, payments and other matters as is usually done and entered in the books of account kept by persons engaged in business similar to that of the firm. Each partner shall have a right to have access to and to inspect and take copy of the same.

13. That the net profit of the partnership firm after deduction of all expenses including rent, salaries, other establishment expenses, interest and remuneration payable to the partners in accordance with this deed of partnership or any supplementary deed as may be executed by the partners from time to time, shall be divided and distributed amongst the partners in the following proportion:

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Mamta Singh
Sarvesh Kumar
Santosh Kumar Mandal
Ritesh Kumar Sharma



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14. That the profit or loss of the Partnership business shall be divided among the partners as -

1st Party	-	Sri Uday Kumar Tiwari	20%
2nd Party	-	Smt Mamta Singh	20%
3rd Party	-	Sri Sarvesh Kumar	20%
4th Party	-	Sri Santosh Kumar Mandal	20%
5th Party	-	Sri Ritesh Kumar Sharma	20%

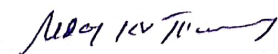
15. The losses, if any, including loss of capital suffered in any year shall also be apportioned in the above said proportion.

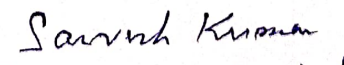
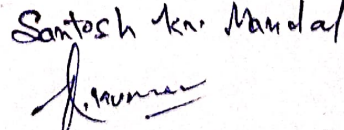
16. That all the partners shall by mutual consent open Bank Accounts in any Nationalized Bank or such other bank as shall from time to time be agreed upon by the parties hereto and all cheques shall be signed and Account operated by three signatories comprising of any one of the first Party & Second Party and Any two of the Third Party, Forth Party & Fifty Party or as mutually decided by the parties.

17. All bonds, bills, notes, bills of exchange, hundies or promissory notes or other securities given on behalf of the partnership shall be signed, endorsed, accepted or executed jointly by all the partners and any bond, bill, note, bill of exchange, etc. to which any partner may be a party contrary to this provision shall be deemed to have been on the personal account of such partner and he shall pay and discharge the same out of his own moneys and indemnify other partners and the firm against payment thereof and against all actions, proceedings, costs, charges, expenses, claims and demands in respect thereof.

18. That the books of account shall close on 31st day of March each year. The net profit or loss after deducting all expenses, interest, remuneration, and outgoings shall be divided between the parties in proportion to the sharing ratio referred to hereinabove.

19. That notwithstanding anything contained in the Indian Partnership Act it is hereby mutually agreed to by and between the parties that in case of death of any one or more partners, the firm shall not be dissolved but shall continue to be carried on by


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and between the surviving partners and legal heirs and / or representatives of the deceased partner, as a continuing concern, on the same terms and conditions as incorporated in this Deed or on such terms and conditions as may be agreed to by and between them from time to time. It is hereby further clarified that it shall be deemed as change in constitution and not succession.

20. That the partners to this deed are partners in their individual capacity. Parties do not represent any other person.

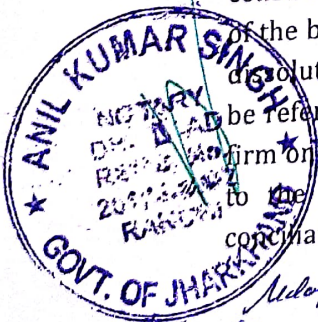
21. That the parties to this deed shall be liable to any criminal action for the business or working of the partnership firm or for the acts of the other partners or its employees or its representatives for and on behalf of or on account of the partnership firm or for the purposes of the partnership firm.

22. That the said partners shall become and shall be liable for any criminal action for any default or offence committed by other partners or employees or authorised representatives of the firm under the Income-tax Act, Customs Act, Foreign Exchange Management Act, GST Laws or other Central or State Acts, Laws, Rules or Regulations.

23. That the partners shall be entitled to modify the above terms relating to remuneration, interest, etc. payable to partners by executing a supplementary deed and such deed when executed shall have effect unless otherwise provided from the first day of accounting period in which such supplementary deed is executed and the same shall form part of this deed of partnership.

24. That any dispute or difference which may arise between the partners or their heirs and representatives or between the firm and a partner with regard to the construction meaning and effect of this Deed or respecting accounts profits or losses of the business of the firm or the rights or liabilities of the partners hereunder or the resolution or winding up of the business or any other matter relating to the firm shall be referred to arbitration of any person who may be appointed in this behalf by the firm or majority and this clause shall be deemed to the submission and/or reference to the Arbitrator or the procedure for a appointment of the Abrogation and continuation Act, 1961 including any statutory modification thereof. The conditions set

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Sarvank Kumar
Santosh kv. Mandal
J. Kumar

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forth shall be legally binding on each of the parties.

25. That in all matter non specifically mentioned herein, the parties hereto, would decide the course of action by mutual consent and agreement among themselves, such consent or agreement on their part need not be in writing but shall be Inferred from their course of conduct of the business be shall apart the provisions not included within Indian Partnership Act, 1932, but for the stipulated terms the statue or as may from time to time any other act be in force will be applicable, subject however, to the expressed conditions and stipulation contained in these presents.

IN WITNESS WHEREOF THE Parties hereto have executed this Deed of Partnership on the day, month and year first above written.

Signed, sealed and delivered by the said

Uday Kumar Tiwari
Uday Kumar Tiwari

FIRST PARTY OF THE FIRST PART.

Mamta Singh
Mamta Singh

SECOND PARTY OF THE SECOND PART.

Sarvesh Kumar
Sarvesh Kumar

THIRD PARTY OF THE THIRD PART.

Santosh Kumar Mandal
Santosh Kumar Mandal

FORTH PARTY OF THE FORTH PART.

Ritesh Kumar Sharma
Ritesh Kumar Sharma

FIFTH PARTY OF THE FIFTH PART.

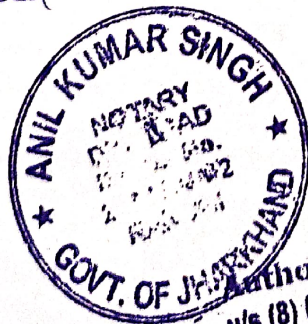
[Signature]
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[Signature]
13.12.2022

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Witness:

1. *Rahul K. Mahato*
S/o - Late - Mani Ram Mahato
Sugia di h Dhanbad

2. *Shivdatta K. Rajwar*
S/o *Sukdeo Rajwar*
New colony, Jay Jivan Nagar
Dhanbad



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