INDIA NON JUDICIAL
Government of Bihar
e-Stamp

Certificate No.	:	IN-BR28518787790580U
Certificate Issued Date	:	27-Jan-2022 01:18 PM
Account Reference	:	NEWIMPACC (SH)/ brshimp17/ PATNA/ BR-PAT/ PTC
Unique Doc. Reference	:	SUBIN-BRBRSHIMP17400258633847 24U
Purchased by	:	ABHIK ANSHUDAR
Description of Document	:	Article 5 Agreement or memorandum of an Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	Not Applicable
Second Party	:	ABHIK ANSHUDAR
Stamp Duty Paid By	:	ABHIK ANSHUDAR
Stamp Duty Paid (Rs.)	:	1,000(One Thousand only)
Reg. fee (Rs.)	:	0 (Zero)
LLR & P Fee (Rs.)	:	0 (Zero)
Miscellaneous Fee (Rs.)	:	0 (Zero)
Discore SC (Rs.)	:	0 (Zero)
Total Amount (Rs.)	:	1,000 (One Thousand only)

Stock Holding Corporation of India Limited PATNA

Partner

Partner

Partner

DEED OF PARTNERSHIP

This Deed of Partnership is made on this 27th day of January of the year Two Thousand Twenty Two.

BETWEEN

MR. ABHIK ANSHUDHAR, S/o Mr. Birendra Kumar, resident of Flat No. 302, Durga Apartment Road No. 1, Near Rajdhani Apartment, Post: Keshri Nagar, Mahesh Nagar, Patna – 800 024, in the State of Bihar, hereinafter referred to as the party of the FIRST PART and which expression shall unless excluded by or repugnant to the context or meaning thereto mean and include his heirs, successors, administrators, legal representatives, receivers, attorney holders and assigns thereof.

AND

..... Do not write or type below this line .....

KC 0003049946

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

MR. SHAILESH KUMAR S/o Mr. Om Prakash Sinha, resident of Friends Colony, in front of St. Mary Academy School Ashiyana-AG Colony Road, Phulwari, Ashiyana Nagar Phulwari, Patna-800025, in the State of Bihar, in the State of Bihar hereinafter referred to as the party of the SECOND PART and which expression shall unless excluded by or repugnant to the context or meaning thereto mean and include his heirs, successors, administrators, legal representatives, receivers, attorney holders and assigns thereof.

AND

MR. RAVI SHANKER, S/o Mr. Uma Shankar Tripathi, resident of House No. 19, Road No. 4, in front of Urmila Kunj Apartment, North Patel Nagar, Patna – 800 024, in the State of Bihar, hereinafter referred to as the party of the THIRD PART and which expression shall unless excluded by or repugnant to the context or meaning thereto mean and include his heirs, successors, administrators, legal representatives, receivers, attorney holders and assigns thereof.

WHEREAS party of the First Part Mr. Abhik Anshudhar, party of the Second Part Mr. Shailesh Kumar and party of the Third Part Mr. Ravi Shanker wants to do business on partnership basis and wants to create a Partnership Firm in the name & style of "**MAA BHAWANI INFRA AND DEVELOPERS**" and do business under the aegis of the same Firm.

WHEREAS the aforesaid firm shall do the business of Builders, Promoter Land Developers, Construction of Apartment Complexes, Colonizers, business of Civil, Mechanical, Electrical Contractor, Engineering Service Contractors, Labour Contractors, Subcontractor, Civil Constructor, Road Constructor and all other Construction, also do the business of providing Architectural and Engineering Services, Consultancy, Designing and Planning also act as stockiest, distributor, reseller, supply, trading, import and export , dealer, clearing and forwarding agent, handling agent, commission agent, general broker, contractor consignor, consignee, franchiser, franchisee of Engineering and Constructional machines and equipments, Building and constructional and allied materials, and act as real estate brokers, realtors and agents and other service providers and to carry on any other business that is customarily, usually and conveniently carried on therewith. The scope of the partnership may be extended or restricted as parties mutually agree from time to time.

Partner

Maa Bhawani Infra and Developers

Partner

Maa Bhawani Infra and Developers

Partner

WHEREAS the aforesaid business needs huge capital outlay and to meet the need of capital of the said partnership firm, all the party of this deed i.e. party of the First Part Mr. Abhik Anshudhar, party of the Second Part Mr. Shailesh Kumar and party of the Third part Mr. Ravi Shanker are desirous to put their efforts and resources collectively for the purpose of the business.

NOW it is hereby agreed by and amongst the parties thereto that they have become partners, it is thought expedient on the part of all the partners to reduce into writing clearly the terms & conditions under which the business of the partnership firm shall be carried upon in future and now this Indenture witnesses and the parties concerned, hereto mutually convenient and agrees as follows:

Maa Bhawani Infra and Developers Partner

1. That this partnership deed is executed on this 27th January 2022.

2. That the business of the partnership firm shall be carried on under the name and style of "**MAA BHAWANI INFRA AND DEVELOPERS**". The office of the firm is to be situated at Flat No. 302, Durga Apartment, Road No. 01, Near Rajdhani Apartment , Post: Keshri Nagar, Mahesh Nagar, Patna – 800 024 , Bihar and/or at any place of any state or states of India as all the partners mutually agree from time to time.

Maa Bhawani Infra and Developers Partner

3. That the partnership firm shall be engaged in the business of business of Builders, Promoter Land Developers, Construction of Apartment Complexes, Colonizers, business of Civil, Mechanical, Electrical Contractor, Engineering Service Contractors, Labor Contractors, Subcontractor, Civil Constructor, Road Constructor and all other Construction, also do the business of providing Architectural and Engineering Services, Consultancy, Designing and Planning also act as stockiest, distributor, reseller, dealer, clearing and forwarding agent, handling agent, commission agent, general broker, contractor consignor, consignee, franchiser, franchisee of Engineering and Constructional machines and equipments, Building and constructional and allied materials, and act as real estate brokers, realtors and agents and other service providers and to carry on any other business that is customarily, usually and conveniently carried on therewith. The scope of the partnership may be extended or restricted as parties mutually agree from time to time.

Maa Bhawani Infra and Developers Partner

4. That the capital of the proposed partnership firm shall be contributed by each partner and that quantum of capital will be as such, which is to be mutually agreed from time to time by all the partners. The partners with the consent of the other partners are entitled to withdraw any amount from the firm from time to time against his credit, in the books of the firm.

5. That the partners shall be entitled interest @ 12% per annum on the capital introduced by them in the partnership firm from the date of introduction of capital by the partners in the partnership firm and the rate of interest may be increased/decreased or waived as per mutual consent of all the partners. The mode of crediting the interest in the capital and payment of interest shall be mutually agreed by all the partners

6. That all the partners of the firm i.e., party of the First Part Mr. Abhik Anshudhar, party of the Second Part Mr. Shailesh Kumar and party of the Third part Mr. Ravi Shankar will be working partners of the partnership firm.

7. That the Profit and Loss of the partnership firm shall be borne by each partner as follow:

Sl No	Name	Percentage of Share in Profit and Loss
1	Mr. Abhik Anshudhar	33.34%
2	Mr. Shailesh Kumar	33.33%
3	Mr. Ravi Shanker	33.33%

8. That the partnership shall be partnership at will.

9. That all the partners shall be entitled to draw remuneration as under:

   (i) The yearly remuneration payable to each of the partner shall be calculated on percentage of the income for each accounting period in the following manner:

Maa Bhawani Infra and Developers
Partner

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Partner

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Partner

Sl No	Name	In case of loss or Book Profit up to Rs.150000/-	On the First Rs. 300000/- of the book profit	In respect of balance of book profit
1	Mr. Abhik Anshudhar	33.34%	30.00%	20.00%
2	Mr. Shailesh Kumar	33.33%	30.00%	20.00%
3	Mr. Ravi Shanker	33.33%	30.00%	20.00%

The above tables are based on the 40(b) of the Income Tax Act, 1961.

The above tables are subject to change in accordance with the amendment in the Income Tax Act, 1961. In case the Income Tax Act, 1961 is amended or substituted by any other applicable law the above calculation will be made in accordance with such change or amendment or substitution.

(ii) For the purpose of above calculation, book profit shall be computed as defined in the explanation 3 to section 40(b) of the Income Tax Act, 1961. In case the Income Tax Act , 1961 is substituted by any other applicable act along with their amendment as the case may be in force for the Income tax assessment of the Partnership Firm for the relevant accounting period, the above calculation will be made in accordance with such change or amendment

(iii)The partner shall be entitled to increase or reduce the above remuneration with mutual consent of all the Partners and may agree to pay remuneration to other working partner or as the case may be. The parties hereto 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.

(iv)The remuneration payable to the above said partner shall be credited to their respective account monthly or at the close of the accounting period when final accounts of the partnership are made up or in such manner as all the partners may decide mutually.

However, nothing herein contained shall preclude any of the said partners from withdrawing any amount from the Partnership Firm against the amount standing to the capital and/or current or loan account of his share of profit for the relevant accounting year in such manner as may be decided by the partners by mutual consent.

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10. That the accounts of the partnership business shall be maintained on accrual basis of accounting and the books of accounts and other papers shall be kept at the office of the firm & each partner shall at all material times be entitled to have a free access thereto and to read inspect and take copies of the same.

11. That the financial year for the accounting & income tax assessment purpose of the Partnership firm be from April to March of the next year and the final accounts viz Balance Sheet and Profit & Loss Account and related documents of the firm be prepared on 31st day of March, every year for the preceding financial year.

12. That the partnership firm may borrow money from any Bank or Banks or any financial institutions or any other person or persons for the purpose of the business with written consent of all the partners.

13. That bank accounts, either current account or overdraft account or cash credit account, or any loan account of any nature as the case may be, opened in the name & style of M/s **"MAA BHAWANI INFRA AND DEVELOPERS"** with any branch of Scheduled / Private / Cooperative Bank at any place in the country India or abroad and such bank account or accounts as the case may be may be operated singly or jointly or any other mode as per the business requirements with written consent of all the partners.

14. That any partner if thinks so, may retire from the partnership business after giving three months notice to the remaining partner's addressed at respective partners's address or at Firm's address. As and when such notice is received, final account for claim of the retiring partner shall be prepared. The claim of the retiring partner shall be paid /settled within the notice period of three months.

15. The new partner may only be admitted with the consent of all the existing partners

16. That on the death of any of the Partner the Partnership shall not stand dissolved, but the same shall be carried on by the remaining Partner alongwith the heir of the deceased Partner, if they agree and desire to do so, and they shall be deemed to have become Partner in place of the deceased Partner to the extent of the share of deceased Partner in the Partnership firm.

Maa Bhawani Infra and Developers Partner
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17. That the Income tax Department, Banks and all other Government Departments and others be dealt by any of the partner singly on the behalf of partnership firm.

18. That in case of any dispute or difference among the Partners if arises, in the interpretation of any of the terms and conditions of this Partnership deed or any other matters concerning the Partnership affairs, the same may be referred to one or more Arbitrator and the decision of the sole Arbitrator or Arbitrators and in case of difference, the decision of the majority shall be final and binding on the partners.

19. That for any other matters not provided for in the aforesaid Partnership Deed, the provisions of The Indian Partnership Act, 1932 and as amended from time to time shall be applied.

IN WITNESS WHEREOF THE PARTIES TO THESE PRESENT HERETO HAVE HERE UNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THIS 27TH JANUARY OF THE YEAR TWO THOUSAND TWENTY TWO. .

SIGNED SEALED AND DELIVERED AT PATNA IN PRESENCE OF WITNESSES:

NAME AND SIGNATURE OF THE EXECUTANTS

Sl No	Name of Executants	Signature of Executants
1	Mr. Abhik Anshudhar	
2	Mr. Shailesh Kumar	
3	Mr. Ravi Shanker	

SIGNATURE OF WITNESS

Sl No	Name	Signature
1		
2		