

District Registry Office, Patna Token Number 1391 Reg. Year 2017 Serial Number 1350 Deed Number 118 PresType Name Photo Thumb Index Middle Ring Little Executant Amar Nath Prasad Sig. Presented Arun Kumar Ву Executant Arun Kumar X Photo X Thumb X Index × Middle X Ring X Little Sig. Executant Pradeep Kumar Pradip Kymar Şig. 17/2/17 Identified Shambhunath Prasad Sig.

&FS Technologies Ltd.

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BETWEEN

- 1. SRI ARUN KUMAR, S/o Sri Prabhat Kumar, Resident of Tara Niketan, Near Banka Ghat, Railway Station, Tilak Nagar, P.O. Kacchi Dargah, P.S. Didarganj, Pama 803201, District Patna (Bihar), Indian Citizen, hereinafter called the FIRST PARTNER; (2102166442)
- 2. SRI AMAR NATH PRASAD, Son of Late Sheo Nath Prasad, Resident of Opp Allahabad Bank, Bakarganj, Ashok Raj Path, Patna-800004, District Patna, (Bihar), Indian Citizen, hereinafter called the SECOND PARTNER; 1386378319)
- 3. SRI PRADEEP KUMAR, Son of Sri Prabhat Kumar, resident of Village Gulamehia Bagh, P.O. Kacchi Dargah, P.S. Didarganj, Patna 803201, District Patna (Bihar), Indian Citizen hereinafter called the THIRD PARTNER; (943346686)

Which expression party of the First Second & Third Partners shall unless contrary or repugnant to the context shall include their legal heirs, successors, executors, Administrators, legal representatives, assigns of the respective Partners.

Now this Deed of Partnership witnessed and all the parties hereto do hereby mutually, agree and declare as follows:-

- That the business of Partnership shall be started and reconstituted on 18.02.2017 shall be carried on under the name and style of "M/S. SHIRDI SAI DEVELOPERS".
- (2) That the place of business and Head Office shall be Opp. Allahabad Bank, Bakarganj, Ashok Raj Path, Patna-800004, District Patna, Bihar and at such other place or places as all the partners may consider from time to time agreed upon themselves.
- (3) That the Partnership Business may have its branch or branches at such place or places in such name and style which the partners may amend from time to time as decided.
- (4) That the Partnership shall be deemed to commence on and with effect from 18.02.2017, and shall continue at will determinable by the consent of all the Partners.
- (5) That the businesses of Partnership firm are as hereunder:
- (a) To carry on business in the Government contract, Semi Government contract, Building construction as Builder, Land

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Developer of Multi Storied Building, Property dealing, order supplier, consultancy, selling the Vehicle, supply or selling the brick, cement, Iron rod and sand and audit the various type of account or accounts of any other company, firm and other sectors etc. in any place or places in India including Union territories or in the State of Bihar and to become partners in the same business of other firm and other businesses mutually agreed upon by the partners.

- To carry on in India or elsewhere the business to telecom (b) tower installation, produce, extrude, process, prepare blend/clad, coal, insulate, manipulate, pack, re-pack, grade, import, export, buy, sell, resell and to act as agent, broker, contractor, job worker. supplier, provider, collaborator, consignor, stockist, distributor, trader, C & F agent, del-credre agent, works in tower foundation, optical fibre cable and U.G cable work and electrical work such as installation of " electrical equipment and power distribution system or otherwise to deal in all characteristics, specifications, applications, descriptions & capacities of opto-electronic communication systems including optical fibers, optical fiber cables, optical fiber splicing/ termination, optical line terminals, optical generators, multiplexing equipment, their equipments, devices, assemblies, establishments, components, raw materials, ingredients, instruments, parts, fittings, accessories and to do all other acts and things necessary for the above objects.
- (c) To carry on in India or elsewhere, either alone or jointly with one or more persons, Government, local or other bodies, the business to construct, build, alter, acquire, convert, improve, design, erect, establish, equip, develop, dismantle, pull down, turn to account, furnish, level, decorate, fabricate, install, finish, repair, maintain, search, survey, examine, taste, inspect, locate, modify, own, operate, protect, promote, provide, participate, reconstruct, grout, dig, excavate, pour, renovate, remodel, rebuild, undertake, contribute, assist and to act as Civil Engineer, Architectural Engineer, interior decorator, consultant, advisor, agent, broker, supervisor, administrator, contractor, subcontractor, turnkey contractor, and manager of all types of constructions &

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developmental work in all its branches such as roads, ways, culverts, dams, bridges, railways, tramways, water tanks, reservoirs, canals, wharves, warehouses, factories, buildings, structures, drainage & sewage work, water distribution & Alterations systems, docks, Harbours, piers, irrigation works, foundation works, flyovers, airports, runways, rock drilling, aqueducts, stadiums, hydraulic units, sanitary works, power supply works, power stations, hotels, Hospitals, Dharmshalas and for the purpose to acquire, handover, purchase, sell, own, cut to size, develop, distribute or otherwise to deal in all sorts of lands & buildings and to carry on all or any of the foregoing activities for building materials, goods, tools, fittings, articles, materials and facilities of whatsoever nature and to do all incidental acts and things necessary for the attainment of the foregoing objects.

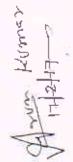
- (d) To arrange, establish, encourage, promote, manage & organize marketing operations in India or abroad for sale of the products and by-products, whether manufactured by the company or not, and for the purpose either to establish its own shops, retail counters, franchises, depots, showrooms, agencies or marketing organizations or to appoint agents, distributors, stockiest, suppliers, del-credre agents, C & F agents, representatives, wholesalers, retailers or dealers on such terms and conditions as the Partners may deem fit from time to time.
- (e) To carry on in India or elsewhere the business to act as architect, interior decorator, stage designer, land scapper, civil engineer, electrical engineer, turnkey contractor and manager of all types of furnishing, designing, decorating, renovating & remodeling of bungalows, houses, shops, show rooms, complexes, palaces, mandapas, hotels, restaurants and other commercial & residential houses and for the purpose to act as organizer, consultant, advisor, trader, buyer, seller, supervisor, surveyor, broker, agent and to do all other incidental acts & things necessary for the attainment of the above objects.

AND it is deemed expedient and desirable to reduce the terms and conditions governing to this Deed of Partnership into writing.

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(6) That all the partners shall have invested capital equally in the beginning for starting the aforesaid Partnership businesses are as follows:-

(a) First Partner - 60% (Sixty percent)

(b) Second Partner - 20% (Twenty percent)

(c) Third Partner - 20% (Twenty percent)

and they shall have to take their shares in the profit, loss and good will of the Partnership business as the ratio mentioned above.

- (7) That the Capital of Partnership shall be increased such as may from time to time be agreed upon by the partners. The partners shall contribute to the capital of Partnership according to their above mentioned shares.
- (8) That the Partnership Business shall be financed by the partners in their respective loss sharing ratio. The partners contributing the share of capital shall be entitled to simple interest on their capital contributions and loans advanced @ 12% or rates as may be decided by the partners but such rates shall not exceed the rate specified in the Income Tax Act, 1961 as applicable from time to time. As well as the partnership business shall also be financed by Banks and the person or the Companies engaged in the business of financing of Capital on their terms and conditions as mutually decided by all the partners.
- (9) That whenever, a partner or partners shall be asked to arrange finance for the business from parties other than the partners, the expenses and interest for such arrangements and on such finance shall be reimbursed or paid as expenses of the partnership business.
- (10) That the parties will take active part in the affairs of carrying on the business of the said firm and each partner shall act for common benefit, all the partners will receive salary and bonus or commission at such rate or rates, but so that aggregate amount should not exceed the limits prescribed under the provisions of Income Tax Act, 1961 as applicable form time to time.

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- (11) That the remuneration as provided in clause 8 above may be altered, raised, reduced, postponed or waive as may be mutually decided by the partners but such act or acts should not be inconsistent with the provisions of the Income Tax Act, 1961 as applicable from time to time.
- (12) That each partner shall be entitled to draw out of partnership business such sum of money not exceeding Rs. 25,000/- (Rupees Twenty Five thousand) only per month for personal expenses as well as mutually agreed upon and such withdrawals shall be debited to personal account of partner concerned and shall be adjusted out of his respective share of profits. In case of profits falling short of withdrawals of any of the partners the excess shall be recovered from the said partner with interest @ 12% per annum.
- (13) That any one of the Parties wills Sign Tender or Control Papers and received Payment and all other official Papers on behalf of the partnership firm.
- (14) That on retirement, the retiring partner shall not be entitled to start the same and similar business in competition with that of partnership business at place or places of the partnership firm for at least two years.
- (15) That the Banking account or accounts of the firm shall be opened in the name of the said partnership firm and the account or accounts will be operated jointly by First and anyone of the remaining partners and they will be entitled to make, draw, endorse, negotiate, discount, discharge and accept bills or endorse, negotiated, discount, discharge and accept bills or exchange promissory notes, cheques, drafts, hundies and all the other negotiable and transferable instruments.
- (16) That if any partner is made to advance any further money over and above the proportion of the capital agreed to be contributed by them emergent expenses on behalf of the firm or shall choose to lease their shares of the profits drawn at any annual general accounting.

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- (17) That neither partner shall without the consent of the other partner lend any money or deliver upon credit of the goods of the firm to any person or persons whom the other partner shall have previously forbidden him to trust.
- (18) That neither partner shall stand surely or furnish guarantee for any person or do or knowingly suffer anything whereby the partnership property may be endangered.
- (19) That no partner, shall without the consent of other partner in writing for that purpose, execute any deed or stand surety for any person or transfer his interest in the firm by mortgage, sale or otherwise or introduced any person to the firm as an apprentice or otherwise or act in any other manner whereby assets and properties of the firm stand liable.
- (20) That all notice required to be given to either partner hereunder shall be deemed to be duly served if address to such partner at the office of the firm and sent by registered post.
- (21) That all the partners shall causes proper books of accounts of the business to be kept at the place of business and each partner or his agent shall at all reasonable times be entitled to have access to and to take copies of or extracts from the same and all the books of account or accounts from the business of any other place or places in India or else where shall be collected for the purpose of audit all the account or accounts of profit and loss of the said firm.
- (22) A General account of the assets and liabilities and transaction of the Partnership shall be taken in each year on the last day of March or on such other date as the partners may hereafter determine and the same shall be entered in proper book and signed by each partner and after such signature each partner shall be bound by such account unless some manifest error is discovered within three months after the signature in which case such error shall be rectified.
- (23) That any of the partners may give two moths notice in writing to other partner for dissolution of partnership business of the firm.
- (24) That if any of the Partners die the partnership shall not be dissolved but it may be continued between the surviving and legal

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heirs and representatives of the deceased partner and the said partnership business and firm shall not be dissolved due to any other partner will sign or withdraw his partnership in the business of the said firm and hence other remaining partner or partners shall have right to admit new partner or partners to avoid dissolution of partnership.

- (25) That all the partners punctually pay and discharge their separate debts and engagements and indemnify the other partners and partnership assets.
- (26) That any dispute or differences which may arise among the partners and their representatives with regard to the construction, meaning and effect of this deed or any parts and liabilities of the partners under this deed or the dissolution or winding up of the business. Alternatively any other matter relating to the firm shall be referred to arbitration. It addition, the decision of the sole arbitrator, if the parties in dispute so agree, otherwise to two or more arbitrators, according to the number of partners of the firm, one to be nominated by each party or his representative. In addition, in case of differences of opinion between them, by the Umpire selected by them at the commencement or the reference and this clause shall be deemed a submission within the meaning of Arbitration Act, 1940 which is converted into Arbitration Act 1996 including the statutory modification and re-enactment.
- (27) That during the pendency of the decision of the arbitrators, no party will be entitled to lock-up the premises of the Firm or to suspend the business of the Firm or to freeze bank accounts of the firm and the business shall be carried on as under normal circumstances, subject to other provisions of this Deed and no partner would be entitled to obstruct in the normal carrying on of the business of the partnership or in any way to do any thing, against the interest of the firm.
- (28) That the amendments, rectifications, elaborations, explanations, inclusions and exclusions of any terms and conditions of this partnership and exclusions of any parties here to from the partnership and exclusions of any new partners remaining and continuing in the firm and effect and recorded in writing in the

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form of resolution shall be constructed accordingly, within or without the context of these presents as if, they form part of they do not form part as the case may be of this partnership deed.

(29) That all the other matters relating to the partnership not hereinbefore specifically contained or provided to will be Governed by the provisions of the Indian Partnership Act, 1932 or any statutorily modification thereof for the time being in forces.

IN WITNESS WHEREOF, all the partners hereto after understanding the true meaning and the nature of these presents, have executed and put their hand to signature on this Deed of Partnership on this the......day of Felia. 2017 in presence of the witnesses.

WITNESSES:

1. Shambhu Nall proped SI 8/0- Late Shee Nall pd. opp B.N. College, Bekingeng Mathomye Lone, po-Batcher ps-pursehere, patre-sourcy 2.

SIGNATURE OF THE PARTNERS

Dannett Major

3. Pradit Kyonar

Drafted By:-



सभी प्रकार के रोक से मुक्त

चलान का सत्यापन केन एकौत से किस्सार

Endorsement of Certificate of Admissibility

Admissible under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the Indian Stamp Act, 1899, Schedule I or I-A, No. '46'. Also admissible under section 26(a) of the B. T. Act.

Stamp duty paid under Indian Stamp Act Addl.Stamp duty paid under Municipal

Rs. 0/-

10000/

Amt.Paid By N.) Stamp Paper Amt.paid through Bank Challan Rs. 5000/-Rs. 6500/-

Act

Registration Fee H₁b K₁a Lif o PA BA D 0 K₁b Lifi H2 0 0 Α9 0 DD 1000 o K1c Μbi ٥ 0 A10 o Ε o 11 0 K2 Na 0 Hia 12 TOTAL-1000

LLR + Proc Fee Service Charge

Proc.Fee 0
Total 0

500

Total amont paid (Reg. Fee+LLR, Proc+Service Charge) in Rs. = 1500

Date: 17/02/2017

Registering Office Patna

Endorsement under section 52

Presented for registration at Registration Office, Patha on Friday, 17th February 2017 by Arun Kumar Prabha Kumar by profession Others. Status - Executant

A-17/2/17

Signature/L.T.I. of Presentant

Date:17/02/2017

Registering Officer Patna

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Shambhunath Prasad' age '40' Sex 'M', 'Shivnath Prasad', resident of 'Ashok Rajpath, Bankipure, Patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date: 17/02/2017

Revistering Officer

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Patna in Book 4 Volume No. 3 on pages on 491 -503, for the year 2017 and stored in CD volume No. CD-1 year 2017. The document no. is printed on the Front Page of the document.

Date: 17/02/2017

Token No.: 1

1391

Year

2017 5

S.No.

1350

SCORE Ver.4.1

Registering Officer Patna

Deed No . : d No . : 118