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NON JUDICIAL

₹ 5000

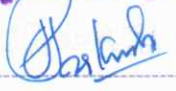
₹ 5000

കേരള സർക്കാർ
GOVERNMENT OF KERALA
e-Stamp

e-Stamp Serial Number : 202425000001470612

Verification Code : 227323663V

Govt. Reference No.(GRN)	: KL036756725202425E
Purpose	: Partnership - instrument of partnership deed
Amount of Stamp Paper Purchased in Numeral	: ₹ 5000
Amount of Stamp Paper Purchased in Words	: Rupees Five Thousand
Stamp Paper Purchased on	: 12/02/2025
First Party Name	: Seby Abraham
First Party Address	: Neduvan Vayalil Padinjattathil Valakom Po
Second Party Name	: K G Unnikrishnan
Second Party Address	: Kariyikkappilly Valluvally Koonammavu
Vendor Code & Name	: 04062713 - JAYAPRAKASH S
Treasury Code & Name	: 0406 - Sub TreasuryKadakkal

ചെയർമാൻ സെബി അബ്രഹാം
എസ്. ജയപ്രകാശ്


Please write or type below this line

PARTNERSHIP DEED

This Deed of Partnership executed on this the 12th day of February, Two Thousand Twenty Five between:-

1. KG Unnikrishnan, son of Gopi , 48 years of age (Adhaar ID: 5786 2263 5952), residing at Kariyikkappilly, valluvally, koonammavu PO Ernakulam 691518 Kerala, hereinafter referred to as Party of the First Part (which expression shall unless it is repugnant to the context or meaning thereof include his heirs, executors, successors, administrators and the assigns);

PARTY OF THE FIRST PART: 

PARTY OF THE SECOND PART: 

PARTY OF THE THIRD PART: 

PARTY OF THE FOURTH PART: 



This can be verified by
https://www.estamp.treasury.kerala.gov.in/index.php/estamp_search using e-Stamp
Serial Number and Verification Code.

In case of any discrepancy, please inform the competent authority.

2. Seby Abraham, Son of Abraham Mathew Kochumman , 37 years of age (Adhaar ID: 6292 9094 8814), residing at NaduvamVayalilPadnjattathil, Valakom PO Valakam Kollam 691532, Kerala, hereinafter referred to as Party of the Second Part (which expression shall unless it is repugnant to the context or meaning thereof include his heirs, executors, successors, administrators and the assigns);
3. Ashin Nazer, son of Abdul Nazer , 26 years of age (Adhaar ID: 4553 3977 4081), residing at Aarab Manzil, ThakaraparambuPonganad PO Kilimanoor, Thriuvananthapuram 695601 Kerala, hereinafter referred to as Party of the Third Part (which expression shall unless it is repugnant to the context or meaning thereof include his heirs, executors, successors, administrators and the assigns);
4. Abdul Nazer M, son of Mohamed Sali , 60 years of age (Adhaar ID: 6236 9778 5847), residing at Aarab Manzil, Thakarapparambu, Madavoor PO Thriuvananthapuram 695602 Kerala, hereinafter referred to as Party of the Fourth Part (which expression shall unless it is repugnant to the context or meaning thereof include his heirs, executors, successors, administrators and the assigns);

WHEREAS the parties herein above referred to have mutually agreed to form a partnership to carry on the business of real estate activities, land development, earth excavation, quarrying, supply of excavation machineries and any other work related to the above objectives and any other work related to the above objectives or any other new work under the name and style of "FOUR WALL MINING AND PROPERTY MANAGEMENT" with effect from the 12th day of February, 2025 on certain terms and conditions mutually agreed upon and it is deemed desirable to reduce the said conditions in

PARTY OF THE FIRST PART:



PARTY OF THE SECOND PART:



PARTY OF THE THIRD PART:



PARTY OF THE FOURTH PART:



writing and are desirous of recording the terms and conditions governing their relations *inter se*.

NOW THIS DEED OF PARTNERSHIP WITNESSETH AS UNDER:

1. The trade name of the firm shall be "FOUR WALL MINING AND PROPERTY MANAGEMENT".
2. The partnership shall be deemed to have commenced on and from the 12th day of February, Two Thousand Twenty Five and shall be one 'AT WILL'.
3. The main object of the firm shall consist of the business
 - To carry on in India or elsewhere the business of prospecting, exploring, operating, and working on quarries and to win, set, crush, manufacture, process, excavate, dig, break, acquire, develop, exercise, turn to account, survey, produce, prepare, remove, undertake, barter, convert, finish, load, unload, handle, transport, buy, sell, import, export, supply, and to act as an agent, broker, stockist, distributor, consultant, contractor, manager, or operator in all sorts of present and future materials, including sands, stones, soils, chalk, clay, bentonite, calcite, rock phosphate, limestone, precious and other stones, gypsum, silicon, and other allied materials, by-products, mixtures, blends, residues, and substances necessary for construction and industrial purposes.
 - To engage in the business of earth excavation, land development, and infrastructure projects, including site preparation, land grading, rock cutting, soil removal, levelling, dredging, and other activities essential for construction, real estate, roadways, and other industrial or commercial developments.

PARTY OF THE FIRST PART:



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- To search, survey, discover, and acquire land, water bodies, and other properties by concession, grant, purchase, barter, lease, license, tender, or otherwise from government, semi-government, local authorities, private bodies, corporations, and other entities for carrying out quarrying, excavation, and land development projects.
- To engage in the business of supplying, manufacturing, importing, exporting, distributing, and dealing in excavation machinery and equipment, including but not limited to excavators, drilling machines, crushers, loaders, bulldozers, conveyor systems, screening plants, processing units, safety gear, and other related tools and technologies for excavation, quarrying, construction, and industrial purposes.
- To establish, operate, and maintain service centers, workshops, and manufacturing units for the maintenance, repair, and production of excavation machinery, equipment, and tools, including the provision of technical consultancy, training, and support services.
- To undertake real estate management, development, and investment activities, including but not limited to the acquisition, sale, leasing, rental, and management of residential, commercial, and industrial properties; the development of infrastructure projects; and the provision of real estate consultancy, property valuation, facility management, and land development services.
- To establish, own, manage, and operate warehouses, storage facilities, logistics centers, and supply chain networks for the efficient handling and distribution of excavation materials, equipment, and real estate-related resources.
- To collaborate, enter into partnerships, joint ventures, or contractual arrangements with individuals, companies, or government entities for the purpose of carrying out excavation, quarrying, equipment supply, and real estate development efficiently and profitably..

PARTY OF THE FIRST PART:



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4. The principal place of business for the time being shall be situated at

AARAB MANZIL,

Thakaparambu, Madavoor PO Pallickal.

PIN:695 602, Trivandrum, Kerala

The partners may change the principal place of the business or open branch or branches at any place as may be decided by the affirmative vote of majority of partners from time to time.

5. The initial capital of the firm shall be Rs. 20,000/- (Rupees Twenty Thousand only) and the same has been contributed by the all the parties Equally. Additional capital required for running the business of the partnership shall be contributed by the parties hereto in proportion to the profit-sharing ratio of each party.
6. The firm shall open bank accounts with any nationalized, scheduled, co-operative and other private banks and same shall be operated by such persons as mutually decided between the partners from time to time.
7. The partners are entitled to simple interest at the rate of 12% per annum on the credit balances in their capital and current accounts. It is hereby expressly provided that no interest shall be paid for the debit balances. The interest is subject to the maximum as provided in the provisions of Section 40(b) of the Income Tax Act, 1961.
8. It is agreed by and between the parties hereto that all working partners who are devoting their time and attention in the conduct of the affairs of the Firm as the circumstances and business needs may require, shall be entitled for remuneration as mutually agreed by the partners. The total remuneration, bonus, commission payable to the working partners shall be

PARTY OF THE FIRST PART:



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worked out as per limit laid down by section 40(b) of the Income Tax Act, 1961.

9. The remuneration payable to the working partners as above shall be credited to their respective accounts on ascertainment of book profits. The partners shall be entitled to increase, reduce or waive the above remuneration and may agree to pay remuneration to other partner or partners. The parties hereto may also agree to revise the mode of calculating the above remuneration and decide to pay remuneration and grant other benefits.
10. The net profits of the partnership business after deducting interest credited to the partners' capital account and remuneration payable to the working partners in accordance with this clause of the Deed of Partnership shall be divided and distributed amongst the partners on the close of the accounting year in the following ratio:

Sl No	Name of the Partner	Share of Profit/Loss (%)
1	KG Unnikrishnan	25%
2	Seby Abraham	25%
3	Ashin Nazer	25%
4	Abdul Nazer M	25%

11. Proper and regular accounts of the affairs and transactions of the partnership shall be maintained and kept at the principal place of business of the partnership and annual accounts shall be prepared and balance sheet drawn and approved by all the partners.

PARTY OF THE FIRST PART:



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12. The accounting year of the firm shall be from 1st of April to 31st of March and all accounts of the partnership shall be open for inspection to the partners.
13. No loans other than temporary cash loans shall be taken from banks, financial institutions or outsiders except on documents executed by all the partners jointly.
14. All government and non-government matters such as goods and service tax, income tax, customs & excise licensing and any other cess matters will be attended to by all the partners either individually or severally.
15. None of the partners shall without the consent of the other partners:-
- a) Endorse or accept any note, bill of exchange or hundi, borrow any substantial loan and do or willingly suffer to be done anything to jeopardise the capital of the firm whereby the capital of the firm may be attached or taken in execution.
 - b) Appoint, or except in case of gross misconduct dismiss any employee.
 - c) Compound, assign, or release any debt due to the partnership, except upon payment in full.
 - d) Assign, mortgage or charge his interest or share of the partnership.
 - e) Engage in any transactions with any person, partnership or company, whom the other partners to this deed shall previously have requested not to trust, deal with or transact business.
16. Meeting shall be held periodically or at time needed to review the operations and to decide on the matters with respect to the business of the partnership. Decisions shall be done with the consent of majority of the

PARTY OF THE FIRST PART:



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partners. Meetings of the Partners shall be held at the principal office of the Partnership, or, at such other place as the Partners may, by unanimous agreement, determine.

17. Death, retirement or insolvency of any partner shall not operate as dissolution of the partnership, but the firm shall be continued by making suitable amendments to the clauses of this deed.
18. Any disputes or difference of opinion arising between the partners shall be settled amicably by referring the matter to any two arbitrators appointed by the partners with the mutual consent.
19. If any partner elects to retire from the partnership, he shall give one month notice thereof in writing to the other partners. On the date of the retirement or death of any of the parties, an assessment of all the assets and liabilities of the firm existing and contingents shall be valued by an independent Chartered Accountant to be nominated by the consent of the retiring partner and existing partners.
20. The share of the outgoing / deceased partner shall be ascertained in accordance with the provisions of this deed and such share shall be met or paid out of the available assets of the firm to the outgoing partner / legal heirs of the deceased partner within three months of the determination of the share.
21. On termination of the partnership the parties hereto shall cause a full and accurate inventory of the affairs of the partnership taking into account all assets and liabilities of the firm, existing or contingent. The goodwill of the partnership shall be valued by mutual consent. Losses including deficiencies of capital shall be paid first out of profits, next out

PARTY OF THE FIRST PART:



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of capital and lastly if necessary, by the parties individually in the proportion to which they are entitled to share profits. The assets of the firm including any sums contributed by the parties to make off deficiencies of capital shall be applied in the following order and manner:-

- a) in paying the debts of the firm due to third parties.
- b) in paying to each partner proportionately what is due to him from the firm for advances as distinguished from capital.
- c) in paying to each partner proportionately what is due to him on account of capital, and
- d) The residue, if any, shall be divided among the partners in the proportion to which they are entitled to share of profits.

22. This agreement will not restrict any of the parties of this deed from entering into an agreement or engage in business of similar nature in Kerala or across India or abroad.

23. Any of the terms of this deed may be altered or modified or added to by mutual consent of the parties expressed in writing which shall form part of this deed.

24. The parties are at liberty to modify, alter or amend any of the aforesaid clauses to this partnership.

25. The provisions of the Partnership Act, except as herein before provided, shall be applicable to this partnership.

PARTY OF THE FIRST PART:



PARTY OF THE THIRD PART:



PARTY OF THE SECOND PART:



PARTY OF THE FOURTH PART:



HAVING agreed to the above terms and conditions, the parties hereto set their hands to this deed in the presence of the following witnesses.



PARTY OF THE FIRST PART

PARTY OF THE SECOND PART:



PARTY OF THE THIRD PART:



PARTY OF THE FOURTH PART:



WITNESSES:

1. Arathy Unnikrishnan

Rajabhavanam, Ramapuram,
Keerikkad P.O, Alappuzha,
PIN: 690 508



2. E Salim

Arafa Manzil,
Thakaraparambu, Ponganadu P.O,
Kilimanoor, Thiruvananthapuram,
PIN: 695 601



Place of Signing: Pallickal, Kollam

PARTY OF THE FIRST PART:



PARTY OF THE SECOND PART:



PARTY OF THE THIRD PART:



PARTY OF THE FOURTH PART:

