# INCOME TAX DEPARTMENT आयकर विभाग

Permanent Account Number Card EPARIMENT संख्या कार्ड

AEIFS4974B

जाम / Name SHREE BALAJEE BUILDERS



Date of Incorpation/Formatio 12/01/2021 निगमन/गठन की तारीख

GOVT OF INDIA

17012021



### Government of Jharkhand

## Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number: 2387b3a26fe052a5af59

Receipt Date: 12-Jan-2021 01:58:17 pm

Receipt Amount: 100/-

Amount In Words: One Hundred Rupees Only

Document Type: Partnership

District Name: Dhanbad

Stamp Duty Paid By: SHREE BALAJEE BUILDERS

Purpose of stamp duty paid: DEED OF PARTNERSHIP

First Party Name: PRAVIN KUMAR AGARWAL

Second Party Name: JAI NIWAS PANDEY

GRN Number: 2103787884

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

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OTARY CHANGE

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

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगता के प्रमाण हेतु ही किया जो सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्राक शुल्क किरभुकतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है। Stamp Receipt Number: 2387b3a26fe052a5af59 : 12-Jan-2021 01:58:17 pm Stamp Receipt Date

Stamp Receipt Amount: 100/-

#### DEED OF PARTNERSHIP

This deed of partnership is made on this the 12TH day of January' 2021 by and between:

- 1. Mr. Pravin Kumar Agarwal, Son of Sri Jagdish Prasad Agarwalla, by faith Hindu, by Occupation Business, having PAN No. ACRPA9342C and Aadhar No. 7360-2754-6622, residing at Flat No. 404, Balajee Enclave, Jharia Road, Near I.C.I.C.I Bank, Shastri Nagar East, Rajasbera, Dhanbad, Jharkhand-828106, hereinafter called and referred to as the FIRST PARTY (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators and assignees) of the FIRST PART,
- 2. Mr. Jai Niwas Pandey, Son of Sri Jamuna Pandey, by faith Hindu, by Occupation Business, having PAN No. AITPP4695F and Aadhar No. 8649-0680-0584, residing at Flat No. 5/5TH floor, Ambey villa, 2 Block A, H E School Road, Hirapur, Dhanbad Jharkhand-826001, hereinafter called and referred to as the SECOND PARTY (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators and assignees) of the SECOND PART,

WHEREAS the parties hereto desire to commence and carry on the business in partnership under the name & Style of "SHREE BALAJEE BUILDERS" of Real estate including Land Development, Trading of Plot of Land or Constructed Space, Developers of Commercial or Residential Complex, Works Contract, Service Contract, Contract Supply of all goods & Services.

And whereas, the parties hereto have agreed to commence business in partnership and it is expedient to have written instrument of partnership. Now this partnership deed witnesses as follows:

- 1. THAT this PARTNERSHIP FIRM has been formed and has commenced functioning with effect from 12.01.2021.
- 2. THAT the Partnership firm shall be commenced under the name and style of "SHREE BALAJEE BUILDERS" of Real estate including Land Development, Trading of Plot of Land or Constructed Space, Developers of Commercial or Residential Complex, Works Contract, Service Contract, Contract Supply of all goods & Services related activities having office at Shop No-02, No-02, No-02, Ambey Villa-II, Block-A Vistipara, Hirapur, Dhanbad, Jharkhand-826001. The nature of business may be changed or new business activity may be added. The office addresses may be changed or new offices/ branch offices may be opened as per the sweet-will data AD partners in writing.
- 3. THAT the partners shall brought in the capital amount as the partner so required by the firm. They may arrange further capital according to their convenience.
- 4. THAT the capital account of the partnership will ordinately stand in their individual THAT the capital account of the partnership name but any other description may be given to the capital account of the partnership. account of a partner with due consent of the others.
- 5. THAT the partners shall carry on the business of the firm to the greatest common advantage be just and faithful to each other and render true and accurate accounts and full information of all things effecting the firm to each other.

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6. a. THAT the financial year i.e. 1st April to 31st March shall be accounting year of the firm.
b. THAT after 31st March every year Profit and Loss shall be determined after accounting all outgoing expenses.

7. That the derived Profit / Loss shall be apportioned amongst the partners as under w.e.f. 12.01.2021:

s. No.	NAME OF PARTNERS PROFIT LOSS		
01.	Mr. Pravin Kumar Agarwal	50%	50%
02.	Mr. Jai Niwas Pandey	50%	50%

8. The rate of monthly remuneration w.e.f. 12.01.2021 shall be the amount as mentioned in below table. The amount of monthly remuneration may be changed or waived on mutual consent of all partners in writing.

s. NO.	NAME OF PARTNERS	AMOUNT	REMARKS
01.	Mr. Pravin Kumar Agarwal	Rs. 5,000.00	Working Partner
02.	Mr. Jai Niwas Pandey	Rs. 5,000.00	Working Partner

- 9. THAT the Books of Accounts as considered necessary by the partners will be regularly maintained and kept at the place or places of business which will be open to inspection by the partners or through their authorized representatives during business hours. Each partner or his authorized representative shall be entitled to take copies of extracts from the accounts books but no partner shall remove the account books from business place or places without the consent of the other partners in writing.
- 10. THAT each partner according to his convenience will carry on the business of the firm on behalf of all the partners to the best advantage of the partnership. The partners may authorize or appoint in writing other partner or other person to manage the business of the partnership.
- 11. THAT ANY PARTNER is hereby authorized to represent, execute, sign or submit any document at or before any department in relation to any activities of the partnership firm, including signing and executing documents before any Authority.
- 12. THAT the partners shall be entitled to get interest on their capital a 12% and maximum or as decided by the partners from time to time subject to the availability of the net profit after remune ation by the partners but the partners shall always be allowed to draw a reasonable amount as may be mutually agreed for meeting their personal expenses. The rate of interest on capital may be changed or may be waived as mutually decided amongst the partners.
- 13. THAT either of partners heretourne operate bank accounts in any Nationalized Bank or Private banks in the name of the firm and to draw, endorse and negotiate cheques bill of exhaughted there negotiable instruments in the name of the firm and also to give valid discharge on payments received on behalf of the firm. That mode of operation of the same bank accounts should mandatorily carry attestation by all the partners jointly.

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- 14. THAT the partners further agree that they may take or arrange for and on behalf of the firm loans and/or advances from bank or other financial institutions. They will be jointly and/or severally responsible for and on behalf of the firm to such banks or financial institutions giving loans or advances to the firm on such terms and conditions as such banks or other financial institutions may settle in writing.
- 15. THAT each partner is further authorized to appoint and authorize any counsel, attorney or any person to defend or prosecute or file suits, appeals and applications for and on behalf of the firm in the manner necessary and advantageous to the firm.
- 16. THAT none of the partner in case of any dispute among them shall be entitled to lock up the business premises, Godown, Office, of the partnership and shall not be entitled to close the business or freeze the bank accounts of the partnership. In case any of the partners does so, he shall be liable and responsible for his such activities. In case any partner retires from the partnership he shall have no right to claim on goodwill of the firm.
- 17. THAT each partner shall indemnify the firm for any loss caused by his acts or fraud in the context of the business of the firm.
- 18. THAT no partner will during the continuance of the partnership do any of the following acts, except with written consent of the other partners:
  - A). Apply the partnership funds in speculative transactions.
  - B). Acknowledge any debts so as to extend the period of limitation against the firm.
  - C). Admit a liability against the firm.
  - D). Compromise or refer to arbitration any suit or proceeding between the partnership firm and a third party.
  - E). Assign or mortgage or transfer his/her share in the partnership firm.
- 19. THAT the partnership is a <u>PARTNERSHIP AT WILL</u> and it shall not be dissolved on the death of any of the partners in the firm. Upon the death of any of the partners in his legal heir or heirs, executors, administrators or representatives will be deemed to have been admitted into partnership in place of deceased partner and the partnership shall stand so re-constituted ipso-facto.
- 20. THAT if any partner desire to retire from the partnership firm, he shall have to give two months' notice in writing to the other partners of his intention if so doing and in such event the partner giving such notice shall have to take out his interest from the partnership and retire without demanding any dissolution of the partnership firm, that is to say that if a partner is no longer willing to continue to be a partner in partnership firm, he will always be at liberty to retire from the partnership by giving two months' prior notice to the other partners, and the remaining partners in such event, shall always be at liberty to pay back the amount of capital standing to his credit on such date of retirement and to continue the business of the partnership with full advantage of the goodwill of the partnership firm and its name and style. The formality of a notice may be waived on mutual consent of the parties.

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- 21. THAT if in the best interest of the firm, admission of new partner or partners be deemed advisable, the partners reserves their right by mutual agreement in writing to admit one or more partner or partners into the firm on such terms and conditions as may then be agreed upon mutually by the amongst the parties hereto. Further, on the admission of new partner or partners, all the existing partners shall sacrifice proportionately to the sharing profit or losses of the new partner or partners.
- 22. THAT the partners shall punctually and regularly pay their individual debts and indemnify the firm and keep it and the assets of the firm protected and free from any legal proceeding attachments etc. in respect of the individual debts of the partners.
- 23. THAT the partners hereto shall always be at liberty to change, alter and modify and of the terms, conditions and covenants of his partnership by mutual consent in writing or by resolution or otherwise and such resolutions or writing shall be deemed part and parcel of DEED.
- 24. THAT all the dispute arising in the conduct of the partnership business of the firm in between the partners and originating either in the construction or interpretation of the term or terms of this partnership deed or otherwise during the subsistence of this partnership deed or thereafter shall be settled by reference to the arbitration and each of the parties hereto shall appoint or nominate one arbitrator and such reference will be governed by the provisions of the INDIAN ARBITRATION ACT, 1940 and the award given by the Arbitrators shall be final and binding on all parties.

Date: 12.01.2021 Place: Dhanbad

FIRST PARTNER

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Mr. Pravin Kumar Agarwal Flat No. 404, Balajee Enclave, Jharia Road, Near I.C.I.C.I Bank, Shastri Nagar East, Rajasbera, Dhanbad, Jharkhand-828106

Witnesses with Complete Address

1. Nircy kum Slo Rejeshwarsingh Mirasur, Dhanbad Mob No - 6202595806 2. Pankas kumar

S/O Munna Dos matkuria Dhanbad Mob No-9934557248 Page 5 of 5 SECOND PARTNER नियानिवास पाणेप

Mr. Jai Niwas Pandey Flat No.5/5TH floor, Ambey villa, 2 Block A, HE School road Hirapur, Dhanbad, Jharkhand-826001