



DHANBAD







Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number: 071f62d3cbfdf7adcf60

Receipt Date: 04-Apr-2023 01:05:13 pm

Receipt Amount: 50/-

Amount In Words: Fifty Rupees Only

Document Type : Partnership

District Name: Dhanbad

Stamp Duty Paid By: PRAVIN KUMAR AGARWAL

Purpose of stamp duty paid : SUPPLEMENTARY DEED OF PARNERSHIP

First Party Name: BALAJEE RADHA SOAMI INFRA

Second Party Name: AS APPLICABLE

GRN Number: 2316539600

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

Balajee Radha Soami Infra
Partner

Partner

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। पुन: प्रिन्ट कर अथवा फोटो कॉर्पा आदि द्वारा इसी रसीद का दूसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अभिक्तिम्स, 1899 की भारा 62 अन्तर्गत दण्डनीय अपराभ है।

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THIS DEED OF SUPPLIMENTARY PARTNERSHIP DEED is made on this the 04th day of April, 2023, BY & BETWEEN : (1) PRAVIN KUMAR AGARWAL, son of Sri J.P. Agarwalla, by faith Hindu, by occupation- Business, residing at Amla Para, Jharia, P.O. & P.S.Jharia, Dist.Dhanbad-828111 (Jharkhand), hereinafter called "THE PARTY OF THE FIRST PART" and (2) RAJESSH SINGH, son of Sri Parshuram Singh, by faith Hindu, by occupation- Business, residing at Saraidhela, P.O. & P.S. Saraidhela, Dist. Dhanbad, Pin Code-826001 (Jharkhand) hereinafter called the " THE PARTY OF THE SECOND PART ; (3) JAINIWASPANDEY, son of Yamuna Pandey. by faith Hindu, by occupation- Business, resident of Flat No.505, 5th Floor, Ambey Villa-2, Block-'A', H.E. School Road, Hirapur, Dhanbad, Pin Code-826001, hereinafter called " THE PARTY OF THE THIRD PART : (The expression First Party, Second Party and 3rd Party shall unless excluded by or repugnant to the context hereof deemed to mean and include their r respective heirs, executors, administrators, legal representative and assignees etc.).

WHEREAS, the parties hereto of this peed have mutually decided to carry on the business in Co-partnership under the name and style of " BALAJEE RADHA SOAMI IN FRA" for dealing into Sale & Purchase of Land (Real Estate), construction of Building & Apartment, to take Land on conversion basis for construction and to do the all related business having its place of business at Flat No.610,5th Floor, Maha Gouri Apartment, Banasthali Colony, P.O. - K.G. Ashram, P.S. Saralah

Balajee Radha Soami Infra





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The Parnter's by mutual consent can take any other bisiness/ businesses.

AND WHEREAS under the circumstances, the parties hereto have through it advisable and expendient to draw the deed of partnership embodying therein the terms, conditions as mutually settled, decided and agreed upon between the parties hereto.

NOW THIS DEED OF SUPPLIMENTARY PARTNERSHIP WITNESSETH AS FULLOWS :-

- 1. That, the Supplymentary Partnership is constituted on and from 04th day of April, 2023 with parties hereto as partners in the name and stule of "BALAJEE RADHA SOAMI INFRA" having iss office at Flat No.610, 5th Moor, Maha Gouri Apartment, Banasthali Colony, P.O. K.G. Ashram, P.S.Saraidhela Dist.Dhanbad-828109 and they further agreed to remain as such till the partnership would be dissolved.
- at the option of any of the partners by giving one month notice to the other partner or leaving such a notice at the Principal place of business but the formality of such a notice may be waived if the firm is dissolved at any time with the mutual consent of the remaining partner. In case one partner desires to dissolve the firm and remaining partner likes to continue the same. In such event remaining partner is declared entitled to carry on or continue the business of the firm and in such event the continuing partner shall he pay the contd. P/3.

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the share of outgoing partner, but no value will be put for the goodwill, if any of the firm.

- 3. That, the business of the partnership is for the present to deals in Sale & Purchase of Land (Real Estate), construction of Building & Apartment, to take Land on conversion basis for construction and to do the all related business but in case the partners so agree among themeswes the scope of business may be expanded, curtailed or restricted, branches may be opened, added or closed from time to time.
- 4. That, the Capital of the partnershap shall be contributed by the partners as per their own convenience and need of business.
- 5. That, the Loans for the purposes of the business from Bank, financial Institution or third parties may be raised on such terms and conditions as they may decide from time to time.
- rate as may be mutually agreed upon or prescribed U/s.40(b) of the Income Tax Act, shall be payable by the firm on the amount standing to the credit of Capital, Current Loan Account of any partner, interest at the same rate shall be payable by him. However the partners reserve their right to increase, reduce, vary, suspend or waive altogether the interest allowable on capital investment of the partner.

Balajee Radha Soami Infra Pausin Agalum Partier

Charles Redha Boami Infra

Balajee Radha Soami Infra

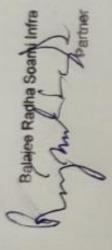


NOTARY DHANBAD

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- 7. That, the parties hereto have agreed to actively devote their time attention to business of the partnership. It is hereby agreed that in consideration of the parties actively devoting their time and attention, they are authorised to draw monthly or yearly remuneration as under:-
- (i) The each partner shall draw a monthly remuneration of Rs. 25,000/- with right to increase or decrease the same by mutual consent in writing.
- (ii) The remuneration payable to the partner shall however no exceeds the amount calculated as per provisions conttained U/s.40(b) v (2) of the I.T.Act, 1961.
- (iii) However the partners shall be entitled to vary the ratio of entitlement of remuneration payable to each of the partner, if they mutually so agree in writing.
- (iv) Book Profit for the above calculation shall mean the rent profit, as shown in the profit and loss account for the relevant previous year computed in the manner laid down in Chapter-IV-D as increased by the aggregate amount of the remuneration paid or payable to all the partners of the firm if such amount has been deducted while computing the net profit.
- (v) The partners shall be entitled to withdraw any amount during the year from the partnership towards their to remuneration, share of profit or out of their current, loan or capital from time to time as may be decided by the partners by mutual consent. Contd...P/5...

Batagee Radha Soami Infra Bouin Hysund Partner



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8. The accounts of the partnershap Business will be closed on 31st March, 23 and thereafter 31st March every year and profit and/ or Loss determined at the close of each accounting year after accounting all outgoing expenses shall be apportioned in the following proportions:-

(1) Sri Pravin Kumar Agarwal	: 33,3%
The First Party.	

(2) Sri	Rajessh Singh	: 33.3%
The S	econd Party.	

(3) Jai Niwash Pandey	: 33.3%
The 3rd Party.	

- 9. That, the partners shall carry on the business of the firm to the greatest common advantage, be just and faithful to each other, render true and accurates and a full information of all or anything affecting the firm.
- 10. That, the books of account as considered necessary will be regularly maintained at the place of business of the partner ship which will open to inspection by the partners or through their authorised representative during the business hours.

 Each partneror his authorised representative is entitled to take copies or extracts from the account books from the business place or places, with consent of the remaining partners.

- 11. That, if in the best interest of the firm admission of new partner or partners deemed disable to partners reserve their right by mutual agreement in writing to admit one or mor partner into the firm on such term and conditions as may then be agreed mutually by and between the sitting partners and the incoming partner or parties.
- 12. That, without the express consent in writing of the other partners, no partner shall sell, mortgage or otherwise transfer his interest in the firm to any third party.
- 13. That, the banking account in the name of firm shall be opened in any scheduled bank and the account shall be operated by the partners either jointly or severally. The partners are also authorized to close the account and change the operation of account by mutual consent in writing.
- 14. That, the partnership will not be dissoloved on the death of any partner, business under such dircumstances will be carried on by the remaining partner with one of the legal representatibes, heirs or assignees of the deceased partner in his place or in other words it will be deemed to have been so carried on. If the heir or legal representative is a mind the minor will be given the benefits of the partnership to the extent of the share of the dec ased partner in all profit or gains of the fir, Neither any value be put on the goodwill of the firm in settling account among the partners

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nor the heirs of any person claiming through the deceased partner will have right title or claim over the firm on account of goodwill of the firm if any.

15. That, any of the partner may retire from the partnership by giving one month's notice in writing to remaining partner of his intention to do so but such notice, however will no necessary if he retires with the consent of the other partner.

entitled to lock up the business premises and thereby close the business and freeze the banking account of the firm. All disputes among partners forthwith will be referred to arbitration of arbitrators settled by the parties and in case, of even number or arbitrations, an umpire will be selected by the arbitration will be final and conclusive in respect of the matter referred to such arbitration and the provisions of Arbitration Act will be applicable in such matter.

17. That, any of the partners are entitled to either individually or jointly with the other do any business of the same, type or competing with that of the firm after taking a written consent of the other partners to this effect.

18. That, every partner shall indemnify the firm for any loss caused by its fraud in the condu t of the business of contd...P/8..

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- 19. That, no partner will during the continuance of the partnership, do any of the following except with the written consent of the other partners.
 - (i) Apply the partnership fund in speculative transactions;
 - (ii) Acknowledge a debt so as to extend the period of limitation against the firm;
 - (iii) Admit a liaility against the firm ;
 - (iv) Compromise or refer to arbitration any suit or proceedings between the partnership firm and a third party;
 - (v) Assign or mortgage his share in partnership firm ;
- 20. That, nothing herein will prevent the parties hereto change, alter or modify any of the terms, conditions and covenants of these present to mutual consent in writing.
- 21. That, the firm shall indemnify the partner in respect of payments made and liabilities incurred by him.
 - (i) In the ordinary and proper conduct of the business.
 - (ii) In doing such, act, ain any emergency, for the purpose of protecting the firm from loss as would be done by a person of ordinary prudence in his own case, under similar circumstances, and a partner shall indemnify the firm for any loss caused to it by his willful neglect in the conduct of the business of the firm.

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22. That, the provisions of Indian Partnership Act, 1932 will apply so far they have not been expressly varied in this peed.

IN WITNESS WHEREOF the Parties hereto of the FIRST, SECOND and THIRD PARTNERS, put their respective signatures/ hand in the presence of witnesses on the day month and year first above written.

Balajee Radha Soami Infra

1. Pour Againet
Partner

Balajee Radha Soami Infra

2. Balajee Radha Soami Infra

3. Hundall Unky
Partner

Signature of all Farnters.)

The Mark Soami Infra

Advocate.

No TARK DIA 15 of 1952 Advocate.