

कोषागार, गदाधिकारी
(98) सिंहभूम, चाईबासा
Signature

No. 12979
Valued Rs/ 501.
Total Value for Stamp Purchased to Rs
Biddut Kumar Roy
Govt. Stamp Vender, Chaibasa
L.No. 2 (ABC) 89/90

14/2/15
Badaji Infrastructure
Smitang

Signature



The executants have admitted execution of this Partnership Deed be the name and also admitted the contents. There is to be no objection of the said Notary Public Chaibasa here by this deed and Partnership Deed on the 13th day of Feb 2015 on the execution of the executants be by this hand & signature of the said Chaibasa Advocate.



Signature
Ratnesh Kumar
Notary Reg. No.-519/2013
Singhbhum (W)

AND WHEREAS the parties hereto referred to hereinabove have mutually agreed to start business of Housing, Warehouses and Land Trading in partnership under the firm name and style of **M/s. Balaji Infrastructure** with effect from 14th February, 2015.

AND WHEREAS the parties have deemed it expedient to reduce into writing and are desirous of recording the terms and conditions governing their relations *interse*.

NOW, THEREFORE, THE DEED OF PARTNERSHIP WITNESSETH AS UNDER:

1. That the name and style of the firm of Partnership shall be **M/s. Balaji Infrastructure**, which may be changed from time to time with the mutual consent of all the parties to this deed.
2. That the partnership firm shall be deemed to have commenced business on and from 14th February, 2015.
3. That the parties hereto shall work jointly in partnership for carrying on the business of Housing, Warehouses and Land Trading, other related business or any other business if they desire from time to time.
4. That the partnership business shall be carried on at **Madhu Bazar, P.O. Chaibasa, Jharkhand – 833 201** and/or any other place if they desire from time to time.
5. That the capital of Partnership business as and when considered being necessary and expedient for the purpose of carrying on business, shall be contributed by the partners in the proportions as may be mutually agreed upon.

6. That the Profit and Losses of the business shall be shared by the partners in the following proportion:

Party of the First Part	40%
Party of the Second Part	35%
Party of the Third Part	25%



Ratnesh Kumar
Ratnesh Kumar
Notary Reg. No.-519/2013
Singhbhum (W)

M/S. BALAJI INFRASTRUCTURE
Anam Kumar Gupta
PARTNER

M/S. BALAJI INFRASTRUCTURE
Vedut Kiran
PARTNER

M/S. BALAJI INFRASTRUCTURE
Vikram Khinwal
PARTNER

Identified by me

[Signature]
Advocate
19-2-15

Identified by me

[Signature]
Advocate
19-2-15

S.L. NO. A/A
20547.

भारतीय गैर न्यायिक



पचास
रुपये
रु.50

FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL



जार्खण्ड JHARKHAND

B 997125

PARTNERSHIP DEED

THIS DEED OF PARTNERSHIP is made on this 14th Day of February, 2015

BETWEEN

- (1) **Mr. Arun Kumar Gupta**, Individual, aged, 45 years, S/o Mr. Chedi Lal Gupta resident of Noamundi Bazar, P.O. Noamundi, West Singhbhum, Jharkhand; hereinafter referred to as the party of the FIRST PART; (which expression shall mean and include his legal heirs, executors, administrators, legal representatives and assigns)
- (2) **Mr. Vedant Khirwal**, Individual, aged, 39 years, s/o Mr. Pawan Khirwal resident of Sadar Bazar, Main Road, P.O. Chaibasa, Jharkhand-833201; hereinafter referred to as the party of the SECOND PART; (which expression shall mean and include his legal heirs, executors, administrators, legal representatives and assigns)
- (3) **Mr. Vikram Khirwal**, Individual, aged 40 years, s/o Mr. Kishori Lal Khirwal resident of Madhu Bazar, P.O. Chaibasa, West Singhbhum, Jharkhand - 833201, hereinafter referred to as the party of the THIRD; (which expression shall mean and include his legal heirs, executors, administrators, legal representatives and assigns)

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Ratnesh Kumar
Notary Reg. No. 519/2015
Singhbhum (W)

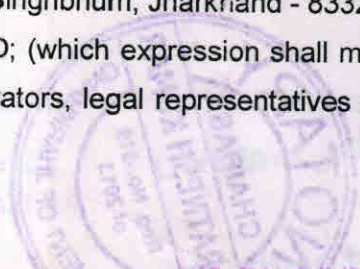
M/S. BALAJI INFRASTRUCTURE M/S. BALAJI INFRASTRUCTURE M/S. BALAJI INFRASTRUCTURE

Identified by me
19/2/15

Arun Kumar Gupta
PARTNER

Vedant Khirwal
PARTNER

Vikram Khirwal
PARTNER



19. That neither of the parties hereto shall without the consent in writing of the partners be entitled to:
- i. release or compound any debt, owing to or claim of the partnership except in the usual course of the business;
 - ii. employ any money, goods or effects of the partnership or pledge the credit thereof except in the usual course of the business and upon the account and for the benefit of the partnership;
 - iii. enter into any bond or become bailor, surety or security with or for any person or do or knowingly cause or suffer to be done anything whereby the partnership attached, extended or taken execution except in the usual course of the business;
 - iv. divulge the secrets of the firm to any person or persons; and
 - v. assign, mortgage or charge his share in the partnership or any part thereof or make other person or partner therein.

20. That in case of death or retirement of any of the parties hereto the firm shall not be *ipsofacto* dissolved. In case of death the legal heirs/successors/representatives of the deceased partners shall be admitted on the place of deceased partner. In case of retirement, the surviving partner shall carry on the business under the name and style, and the surviving partners shall be liable to pay to the retiring partner the credit balance standing in the account of the retiring partner along with his share of profit till the date of his retirement.

21. That new partner(s) may be taken into partnership business with the consent of all the partners and on such terms and conditions as may be mutually decided by the partners.

22. That any dispute or differences that may arise between the parties hereto relating to the partnership business and which cannot be mutually settled shall be referred to arbitration and shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time.



Ratnesh Kumar
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Notary Reg. No.-519/2013
Singhbhum (W)

M/S. BALAJI INFRASTRUCTURE
Anam Kumal Gupta
PARTNER

Page 5 of 6
M/S. BALAJI INFRASTRUCTURE
Vedant Kumar
PARTNER

M/S. BALAJI INFRASTRUCTURE
S. K. Ram Suman
PARTNER

Identified by me
[Signature]
Advocate 19-2-15

23. That notwithstanding anything stated or provided herein the parties shall have full powers and discretion to modify, alter or vary the terms and conditions of the Partnership Deed in any manner think fit by mutual consent, which shall be reduced in writing, shall become appendage and part of this Deed.

24. That the provisions of the Indian Partnership Act, 1932 as are applicable, shall govern the rights and liabilities of the parties hereto in so far as they are not inconsistent with the terms and conditions as contained hereinbefore.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day, month and year first hereinabove written.

Witnesses

1. Kamlesh Kumar Singh

M/S. BALAJI INFRASTRUCTURE
Arun Kumar Gupta
SIGNED DELIVERED by the within
named, partner of the first part

2. Ravi Kant Prasad

M/S. BALAJI INFRASTRUCTURE
Vedant Khosla
SIGNED DELIVERED by the within
named, partner of the second part



accordingly attested and
authenticate the execution
of the Partnership Deed
under the Indian Act

Ratnesh Kumar
RATNESH KUMAR
NOTARY PUBLIC, CHAIBASA
SINGHBHUIR (WI)

M/S. BALAJI INFRASTRUCTURE
Utkram Singh
SIGNED DELIVERED by the within
named, partner of the third part

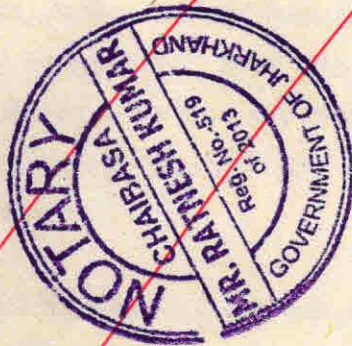
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[Signature]
Advocate
19.2.15

Before at Chaibasa
West Singhbhum (Jharkhand)

AFFIDAVIT / शपथ पत्र / ALL NOTARIAL PURPOSE



Ramesh Kumar



7. That the duration of the PARTNERSHIP shall be at WILL subject to Clause '8'.
8. That any Partner may retire from Partnership after giving a notice to the other Partner (s) of not less than one month in writing and at the expiry of such notice period he shall be deemed to have retired.
9. That at the end of each accounting year on closing of accounts, simple interest @ 12% p.a. or such other rate as may be mutually agreed upon from time to time but subject to the limit laid down u/s 40(b) of the Income-tax Act, 1961 remaining in force from time to time shall be payable on the amount standing to the credit of the Capital Account each partner on first day of the accounting year.
10. All the partners of the firm shall be the working partners and shall actively engage them in conducting the affairs of the business of the partnership firm. It has further been agreed by and between the parties that the partners shall be paid incentive/commission and/or remuneration based on book profit aggregate of which shall be calculated in the following manner as per requirement of Income Tax Act 1961 stated herein under:

- | | |
|---|-----|
| (i) On the first 300000/- of the net profit | 90% |
| (ii) On the balance of the net profit | 60% |

That each partner shall draw such amount as may be decided mutually from time to time and according to the availability of funds.

That the partners shall be entitled to reduce/ after the above remuneration/ salary incase of in adequacy of book profit the partners here to may also agree to revise the mode of calculating the above said remuneration / salary by mutual consent from time to time.

12. That the partnership business of the firm shall be managed and conducted jointly by all the partners hereto with joint responsibility. That each partner hereto shall in the conduct of the business of the firm act as constituted attorney of the other party hereto.



Ratnesh Kumar
 Ratnesh Kumar
 Notary Reg. No.-519/2013
 Singhbani

M/S. BALAJI INFRASTRUCTURE
Arum Kumar
 PARTNER

M/S. BALAJI INFRASTRUCTURE
Vedant Kishore
 PARTNER
 Page 3 of 6

M/S. BALAJI INFRASTRUCTURE
Vishram Khinool
 PARTNER

Identified by me
[Signature]
 Advocate
 12.2.15

Identified by me
[Signature]
 Advocate
 12.2.15

13. That any of the partners shall have full authority to represent and act on behalf of the partnership in Court, Revenue Office, Income-tax Office, or any other office/s whether in original, appellate or revisionary stage and in Government, Semi-Government or Private offices, firm, Company, Bank, Association, Institution, Department hereto mutually decide under their signatures from time to time.
14. That the partners may raise loan(s), secured or unsecured, from any person(s), firm(s), Bank(s), Company and from such other agencies and in like manner grant loan(s) as the parties hereto mutually decide under their signatures from time to time.
15. That a bank account or accounts in the name of the firm shall be opened which shall be operated by the partner's either/or severally or jointly or subject to any instruction(s) as may be given to the bankers from time to time by the firm under the signatures of the parties hereto.
16. That all the accounts of this partnership, its assets and liabilities and its profits and losses shall be taken on the 31st March each year or any other date as mutually deemed convenient to the parties hereto.
17. That the regular books of accounts shall be maintained which shall be kept at the registered office of the business and would be open to inspection at all reasonable times to all partners or their authorized representatives.

18. That each partner shall:

- i. Punctually pay and discharge his separate debts and indemnify the other partner and the assets of the firm against the same and all costs, claims and demands in respect thereof.
 - ii. Render proper explanations of all matters relating to the affairs of the partnership and offer every assistance in his powers in carrying on business for mutual advantage of all the partners.
- Be just and loyal to the firm and to the partners in all transactions relating to the firm and shall at times give to the firm a just and proper explanation and account of the same without any concealment of or suppression of and shall furnish on request a full and correct explanation thereof to the partners.



Ratnesh Kumar
 Ratnesh Kumar
 Notary Reg. No. - 519/2013
 Singhbhum (W)

Identified by me
[Signature]
 Advocate
 19.2.15

M/S. BALAJI INFRASTRUCTURE
Arum Kumal
 PARTNER

M/S. BALAJI INFRASTRUCTURE
V. Subh Kishor
 PARTNER

M/S. BALAJI INFRASTRUCTURE
V. K. Ram Kishor
 PARTNER