

आयकर विभाग

INCOME TAX DEPARTMENT

SHREE BALAJEE PROJECTS



भारत सरकार  
GOVT. OF INDIA



01/04/2015

Permanent Account Number

ACUFS6644N

12082015



भारतीय गैर न्यायिक

सौ रुपये

Rs. 100

₹. 100

ONE HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA

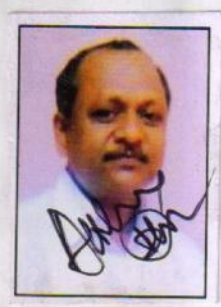
INDIA NON JUDICIAL

झारखण्ड JHARKHAND

B 489060

SL.No. 22/23 Date 14 AUG 2015 Time 1.00 PM

NOTARY DHANBAD



Signature of Pramod Agarwal

For Shree Balajee Ultratech Developers (P) Ltd.

Signature of Amita Agarwal

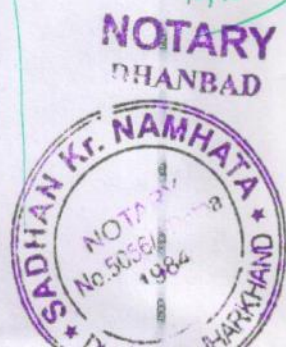
Director



DEED OF PARTNERSHIP

This deed of partnership is made this 13th 14 AUG 2015 day of August 2015 the by and between:-

- (1) Sri PRAMOD AGARWAL son of Sri Jagdish Prasad Agarwalla by caste Hindu, by occupation Business By Caste Vaishya now residing at Balajee Enclave, Shastri Nagar, Dhanbad ,Dist: Dhanbad – 826001 in the state of Jharkhand here in after called and referred to as the FIRST PARTY;
- (2) SHREE BALAJEE ULTRATECH DEVELOPERS (P) LTD., A company incorporated under the companies Act, 1956, having its Regd. Office at 7, Marquas Squire , Kolkata -700 007 & its administrative office at Room No-333, 3rd Floor, Shree Ram Plaza, Bank More, Dhanbad, Jharkhand, represented through its Director Smt. AMITA AGARWAL wife of Sri Pramod Agarwal by caste Hindu, by occupation

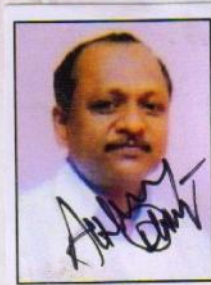


समस्त कोषागार से निम्न

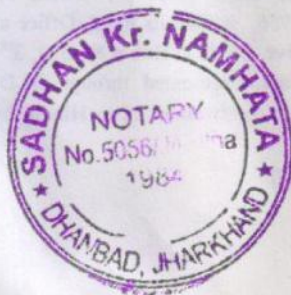
कोषागार पदाधिकारी  
दुधगाव

18/10/1984 (18/10/84)  
S. No. 18001 D 03.8.15  
Name Ramad Bhanu  
S/o.....  
Address.....  
Value Rs. 1000

N. S. CHHABRA  
L. No.-3/79-80  
S. V., Dhanbad



Ramad Bhanu



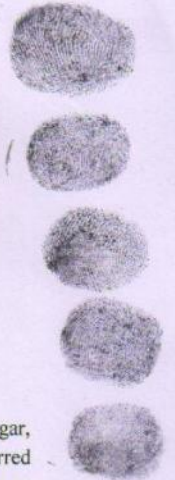
14/18/2015  
NOTARY  
DHANBAD



*Amrita Aggarwal*  
*Rama Aggarwal*



For Shree Balajee Ultracon Developers (P) Ltd.  
*Amrita Aggarwal*  
Director



Business By Caste Vaishya now residing at Balajee Enclave, Shastri Nagar, Dhanbad ,Dist: Dhanbad –in the state of Jharkhand here in after called and referred to as the SECOND PARTY.(Each of the above expression unless excluded by or repugnant to the context or subject shall include their heirs, legal representatives, executors, assigns and administrators.)

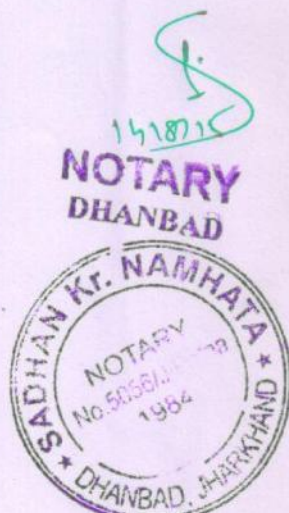
Both the parties hereafter collectively be called and referred to as the parties or partners.

AND WHEREAS the said partnership is accordingly formed and commenced functioning on and from 01/04/2015.

AND WHEREAS in the context of the said facts and circumstances it is considered necessary to execute a formal instrument of partnership by and between the parties hereto incorporating the FOLLOWING terms and conditions already settled mutually among them.

**NOW THIS DEED OF PARTNERSHIP WITNESSETH AS FOLLOWS AND THE PARTIES HERETO MUTUALLY AGREED AS UNDER:**

1. That the name and style of the partnership business shall be **SHREE BALAJEE PROJECTS** , provided that the parties hereto shall always be at liberty to change, alter or modify the said name and style of partnership by mutual consent.
2. That constituted partnership will be deemed to have commenced functioning on and from 1-4-2015.
3. That the Principal Office of Business of Partnership shall at present be located at **Room No. 333, 3<sup>rd</sup> Floor, Sri Ram Plaza, Bank More, Dhanbad - 826001, Jharkhand.** However, the place of business may be shifted, branch or branches may be opened and closed on mutual consent of the parties hereto.



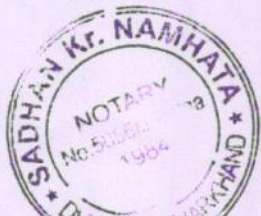
*Amrita Aggarwal*  
*Rama Aggarwal*

For Shree Balajee UltraTech Developers (P) Ltd.

*Amrita Aggarwal*  
Director

- 4 That for the present, the partnership business will be executed for Real Estate business and various Allied activities. The Scope of the business may be expanded, altered on mutual consent of the parties hereto.
- 5 That the necessary Capital/ Fund will be contributed by all the partners as per their convenience and need of the business and as mutually agreed upon by the parties hereto.
- 6 That Interest at the rate of 12 percent per annum or as may be prescribed under section 40 (b) (iv) of the Income Tax Act, 1961 or any other applicable provision as may be in force in Income Tax assessment of the partnership firm for the relevant accounting period shall be payable to partners on the amount standing to the credit of the account/s of the partner. Such interest shall be calculated and credited to the account of each partner at the close of the each accounting year. However, in case of loss or lower income or otherwise if required, rate of interest can be NIL or lower than 12 percent as may be agreed to by and between the parties from time to time.
- 7 That the financial year shall be the accounting year of the firm and at the end of each accounting year i.e. on 31<sup>st</sup> day of March every year, the Profit and Loss Account and Balance Sheet shall be prepared and respective Partners Capital account will be credited or debited by the resultant profit or loss as the case may be. The annual account so prepared be signed by two partners of the firm and such accounts, when so signed will be and be deemed to be final and none of the partners shall subsequently question the same or any part thereof save for any error or omission that may be manifest on the face of it.
- 8 That so far as possible the Books of Accounts shall be maintained at the Principal place of business and all the parties hereto shall have free access to those books of accounts during the working hours of the business.
- 9 That the remuneration or commission shall be paid to the working partners at the rate as prescribed under section 40(b) of the income tax act, 1961 or any other provision as may be in force in Income Tax Assessment of the Firm for the relevant accounting period. However in case of loss or lower profits, the remuneration can

14/07/15  
**NOTARY**  
**DHANBAD**



*Sri Pramod Agarwal*  
Pramod Agarwal

For Shree Balajee Ultratech Developers (P) Ltd.

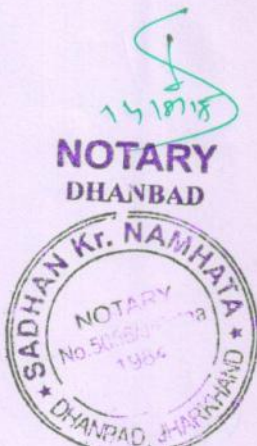
*Amita Agarwal*  
Director

be lower or even Nil as may be agreed by and between the partners from time to time.

Such remuneration or commission shall be calculated at the close of the accounting year and shall be credited to the account of the working partners. The working partners shall be entitled to withdraw out of remuneration from time to time. Such remuneration or commission shall be paid to the working partners in equal ratio.

- 10 That the usual books of accounts shall be maintained as is usually maintained in like business. Each party shall, at all material times, be entitled to have free access thereto and to read, to inspect or to take a copy of the same.
- 11 That the account of the partnership business will be made on 31st day of March, each year, or any other day each year, as mutually agreed upon by the parties, when a Balance sheet will be prepared, Assets and liabilities ascertained and Profit & loss determined and divided between the parties in the proportion set forth in Para 12 below.
- 12 That the parties hereby relinquish their respective portion of land in the name of the partnership firm namely Shree Balajee Projects and all transaction and development work shall be done in the name of the said partnership firm.
- 13 That the parties hereby agree to mortgage each of their land with the bank in case of such necessity for the working/development /finance of the partnership firm.
- 14 (i) That Profit and losses of the firm shall be shared by the parties here to as below:-

Party/ Partner Name	Share in Profits/Losses
Sri Pramod Agarwal	50%
Shree Balajee Ultratech Developer (P)Ltd	50%



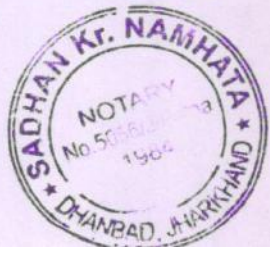
*[Handwritten signature]*  
*[Handwritten signature]*

For Shree Balajee Ultrafact Developers (P) Ltd.  
*[Handwritten signature]*  
Director

- 15 That if in the best interest of the firm, admission of new partner or partners be deemed advisable, the continuing parties hereto by mutual consent can agree to admit one or more partners on such terms and conditions as may be agreed upon among continuing partners and new partner/s.
- 16 That without the express consent in writing of the other partners, no partner shall sell ,mortgage or otherwise transfer or encumber his interest in the firm to any third party.
- 17 That the partnership will not be dissolved on the death of a partner (God forbid), business under such circumstances will be carried on by other partners with one of the legal representatives ,heirs or assigns of the deceased partner as a partner in his/her place. If legal representative, heirs or assigns of the deceased partner do not desire to become partner then remaining partner will continue business and balance in deceased partners account in books only be paid to the legal heir of deceased partner.
- 18 That any partner shall be entitled to open and operate severally or jointly the Bank Account in the name of the firm with any bank and also authorized to draw, endorse, negotiate and give valid discharge of all cheques, hundies or other negotiable instruments in the name of the firm.
- 19 That if required the partners by mutual consent of all the partners of the firm may borrow/ take loans/ credit facilities from the Banks, Financial Institution, Company, Person or/and any entity at such terms and conditions and /or securities as he may agree upon for the development and smooth running of the partnership business.
- 20 That any of the assets of the firm either movable or immovable can be transferred, sold or mortgaged only by mutual consent of all the partners of the firm.
- 21 That without the express consent in writing of the other partners, no partner shall sell mortgage or otherwise transfer or encumber his interest in the firm to any third party.
- 22 That the partners by mutual consent shall authorize any partner to sign any agreement and/or contract on behalf of the firm, which shall be binding on the firm.
- 23 .That no partner in case or dispute among them be entitled to wind up the business premises or close the business or freeze the banking account of the firm.

14/12/15

**NOTARY  
DHANBAD**



*[Handwritten signature]*  
*[Handwritten signature]*

For Shree Balajee Ultratech Developers (P) Ltd.  
*[Handwritten signature]*  
Director

- 24 That all the partners shall look after and manage the affairs of the partnership business. All the partners shall be honest and diligent and shall carry on the business of the firm to the best of advantage of the firm. Every partner shall indemnify the firm for any loss caused by his/her fraud in the conduct of the business of the firm.
- 25 That in case any of the partners desire to retire from the firm, he/she can do so by giving twelve months notice of such intention to do so to other partners (but the necessity) of such notice is not essential if any partner retires with the consent of the other partners), in such event the remaining partners shall be entitled to carry on the business and retiring partner shall be paid his/her share as may then the due as per his/her account in the books of the firm.
- 26 That each and every partner on behalf of the firm shall be entitled to apply for various licenses, to file and defend the suit for and against the firm and represent before any court of law, Central and State Government offices including but not limited to Income Tax, Sales Tax authorities etc.
- 27 That the parties hereto, by mutual consent, shall be entitled to withdraw such sum as may be required by them from time to time in their accounts and the amount so withdrawn shall be debited to their Capital Accounts.
- 28 That the parties hereto shall maintain business secrecy of the firm.
- 29 That for the matters not provided for above, the provisions of Indian Partnership Act, 1932, as amended from time to time shall apply.
- 30 That the parties hereto shall be at liberty to change, modify or alter any of the terms, conditions and convents on mutual consent of the parties hereto.

In witness where of the parties hereto while possessing sound health and perfect mind out of their own free will and consent set and subscribe their respective hands on the day, month and year first above written at Dhanbad.



*[Handwritten signature]*  
15/11/15  
**NOTARY**  
**DHANBAD**



*Amity Agarwal*  
Pranav Agarwal

For Shree Balajee Ultratech Developers (P) Ltd.

*Amity Agarwal*  
Director

WITNESS TO ALL SIGNATORIES:-

1. *Atshok Vishwakarma*  
s/o Sri Bhureshwar Ed. Vishwakarma  
R/o Tharia, Dhanbad
2. *Kaju Bannu*  
S/o Sra Semil Bannu  
R/o Tharia, Dhanbad

*Pranav Agarwal*  
Pranav Agarwal

(PRAMOD AGARWAL, FIRST PARTY)

For Shree Balajee Ultratech Developers (P) Ltd.

*Amity Agarwal*  
Director



*14/07/15*  
NOTARY  
DHANBAD

Authorised  
as 8 (1) (e) of Notaries Act  
957/2014 dt 5.12.14

(AMITA AGARWAL, SECOND PARTY)

For & on behalf of Shree Balajee Ultratech Developer's (P)Ltd

Certified that finger prints of the left hand of the parties whose photographs is affixed in the document is duly obtained before me and which is drafted by the parties themself.

*Amity Agarwal*  
14/07/15

*Amity Agarwal*  
14/07/15