

फर्म निबन्धक, उत्तर प्रदेश के कार्यालय में

सर्व श्री मेसर्स—

तिरुपति विल्डर्स एण्ड डेवलपर्स
सी. 27/274-ए-ए1, जय सिंह विल्डिंग
आफिस नं० 101, प्रथम तल, मलदहिया, वाराणसी (उ०प्र०)

के मामले में मैं प्रमाणित करता हूँ कि निम्नांकित लेख्य, 1932 के इंडियन पार्टनरशिप एक्ट संख्या 9 के उपबन्धों के अनुसरण में आज दिन यथाविधि निविट और निबद्ध किये गये हैं।



फर्म के ब्योरों का विवरण पत्र (फार्म नं० 1)

मेरे हस्ताक्षर और मुहर से आज के दिनांक 23.6/ दो हजार पन्द्रह को दिया गया।

शुल्क—500 / —रुपया

फर्म निबन्धक,
वाराणसी

संख्या—1422 / 7-वी-15168 / दिनांक 25/6 - 2015

सर्व श्री — श्री संजीव कुमार अग्रवाल (पार्टनर)

मेसर्स तिरुपति विल्डर्स एण्ड डेवलपर्स
सी. 27/274-ए-ए1, जय सिंह विल्डिंग
आफिस नं० 101, प्रथम तल, मलदहिया, वाराणसी (उ०प्र०)

को उनके पत्र संख्या 7 दिनांक 7 के सन्दर्भ में प्रेषित।

फर्म निबन्धक,
उत्तर प्रदेश, वाराणसी



उत्तर प्रदेश UTTAR PRADESH

CN 883380

PARTNERSHIP DEED

THIS DEED OF PARTNERSHIP is made at Varanasi on this the 16th Day of May, 2015 BY AND BETWEEN the following described persons :-

1. **SHRI SANJEEV KUMAR AGRAWAL** : son of Shri Bishwambhar Prasad Agrawal, aged about 46 years and resident of S. 30/42-4, Jal Nigam Colony, Shivpur, Varanasi;
2. **SHRI SANJAY KUMAR AGRAWAL** : son of Shri Bishwambhar Prasad Agrawal, aged about 42 years and resident of S. 30/42-4, Jal Nigam Colony, Shivpur, Varanasi;
3. **SHRI SHASHI KUMAR SINGH** : son of Shri Satyendra Kumar Singh, aged about 38 years and resident of 2/104, Andheri, Kurla Road, Andheri East, Mumbai; and
4. **SHRI VINAY KUMAR SINGH** : son of Shri Satyendra Kumar Singh, aged about 36 years and resident of 2/104, Andheri, Kurla Road, Andheri East, Mumbai;
5. **SHRI PANKAJ KUMAR SINGH** : son of Shri Bikrama Singh, aged about 46 years and resident of 13A, Rajeshwari Nagar Colony, Gillette Bazar, Varanasi;
6. **SMT. PRIYANKA SINGH** : daughter of Shri Bhupender Singh, aged about 43 years and resident of 13A, Rajeshwari Nagar Colony, Gillette Bazar, Varanasi;

All are Indian inhabitant hereinafter for the sake of brevity referred to as the First Party, Second Party, Third Party, Fourth Party, Fifth Party and Sixth Party respectively.

WHEREAS the parties hereto have agreed to carry on the business of Developing, Building and Constructing Properties in partnership in the name and style of **M/s. TIRUPATI BUILDERS & DEVELOPERS** w.e.f. 16/05/2015 and have deemed it expedient to reduce to writing the terms and conditions governing their relations inter-se.

For Tirupati Builders & Developers

For Tirupati Builders & Developers

Partner/Authorised Signatory

Partner/Authorised Signatory

संजीव कुमार अग्रवाल

1 of 8



उत्तर प्रदेश UTTAR PRADESH

CN 883381

NOW, THEREFORE, THIS DEED WITNESSES AND RECORDS AS FOLLOWS :-

1. **FIRM NAME**

That the partnership business shall be carried on in the firm name and style of "**M/s. TIRUPATI BUILDERS & DEVELOPERS**" and/ or in such other name or names as the parties hereto may from time to time mutually agreed upon.

2. **PARTNERSHIP BUSINESS**

That the partnership business shall be to purchase any land, or immovable property or any right or interest therein and to develop and construct thereon residential, commercial complex or complex(es) for sale or for earning rental income thereon by letting out individual units comprised in such building(s) and carry on the business such as builders, contractors, architects, Real Estate agents, and/or such other business or businesses as the parties hereto may from time to time mutually agreed upon.

3. **PLACE OF BUSINESS**

3.1 That the principal place of partnership business shall be at **C. 27/274-A-A1, JAI SINGH BUILDING, OFFICE NO. 101, 1ST FLOOR, MALDAHIYA, VARANASI - 221005** and the same may be shifted to such other place as the parties hereto may agree upon from time to time.

That the branch(es) of the partnership business may be opened and/or closed down at such place(s) as the parties hereto may agree from time to time.

4. **COMMENCEMENT**

That the partnership, as evidenced by this Deed of Partnership, shall be deemed to have commenced business with effect from the **16th Day of May, 2015**.

5. **DURATION**

That the partnership as evidenced by this deed shall be "AT WILL".



For Tirupati Builders & Developers

Partner/Authorised Signatory

For Tirupati Builders & Developers

Partner/Authorised Signatory

सेवीय कृत कर्माचाल

2024 May 2 of 8

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE

HUNDRED RUPEES

VARANASI

- 6 MAY 2015

भारत INDIA

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

CN 883382

6. PARTNERS' CAPITAL

The Partners shall contribute such capital from time to time as they shall deem fit looking to the needs of the partnership business.

7. INTEREST ON PARTNERS' CAPITAL

That Simple Interest at the rate of 12% per annum such lower/higher rate 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 for the Income Tax assessment of the partnership firm shall be payable by the partnership firm on the amount standing to the credit of the Capital, Current and/or Loan Account(s) of the partners. If there is any debit balance in the account of any partner, interest at the above rate shall be payable by him.

8. REMUNERATION TO PARTNERS

8.1 That for the purpose of this Clause, the "Income" shall be calculated on the basis of book profits as shown by the books of account and computed as provided in S.28 to S.44D (chapter IV-D) of the Income Tax Act without deducting any Remuneration paid or payable to the Partners for the relevant accounting year but after deducting Interest to Partners.

8.2 It is hereby agreed between the Parties hereto that all the Partners shall be the working Partners and shall be paid remuneration for devoting their time and attention to the profession of the Partnership which shall be calculated as per the provisions of Section 40(b)(v) of Income Tax Act, 1961, as a percentage of the income in the following manner :-



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एक सौ रुपये

Rs. 100

रु. 100



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6 MAY 2011

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CN 883383

Name of Partners	In respect of first Rs. 300000	In respect of Balance of Income
Shri Sanjeev Kumar Agrawal	15.00%	10.00%
Shri Sanjay Agrawal	15.00%	10.00%
Shri Shashi Kumar Singh	15.00%	10.00%
Shri Vinay Kumar Singh	15.00%	10.00%
Shri Pankaj Kumar Singh	15.00%	10.00%
Smt. Priyanka Singh	15.00%	10.00%
Total	90.00%	60.00%

8.3 That the Partners shall not be entitled to draw any remuneration in the accounting year in which the Partnership Firm has suffered loss on the basis of the calculation referred to in clause (8.1) above.

8.4 That the yearly remuneration payable to the Partners as per clause (8.2) shall be credited to their respective Capital/Current/Loan Accounts at the close of the accounting year when the final accounts of the Partnership are made up and the amount of remuneration due to them is determined.

8.5 That the Partners shall be entitled to withdraw any amount during the year from the Partnership towards their remuneration and interest from time to time as may be decided by the Partners by mutual consent.

MODIFICATION OF REMUNERATION/INTEREST TO PARTNERS ETC.

That the partners shall be entitled to modify the terms relating to remuneration, interest etc. payable to the partners and/or any other term and condition by executing a Supplementary Deed and the same shall form part of this Deed of Partnership.

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10. SHARING OF PROFITS AND LOSSES

10.1 The net profit of the partnership business as per the accounts maintained by the partners after deduction of all expenses relating to activities of the partnership including rent, salaries and other establishment expenses as well as interest and remuneration payable to the partners in accordance with this Deed of Partnership or any Supplementary Deed as may be executed by the partners shall be divided and distributed equally amongst the partners.

10.2 The loss, if any, including loss of Capital suffered in any year shall be apportioned in the above proportion.

11. ACCOUNTING YEAR

That the first annual accounts of the partnership firm, after execution of this Deed of Partnership, shall be prepared on the 31st day of March, 2016 and, thereafter, on the 31st day of March every year during the continuance of the partnership.

12. BOOKS OF ACCOUNT

That the usual books of account shall be kept properly posted and shall not be removed from the place of business without the consent of all the partners. Each partner shall have free access to them at all the reasonable times and shall be at liberty to make such extracts therefrom as he shall think fit by himself or through his agent.

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For Tirupati Builders & Developers

Partner/Authorised Signatory



संजीव कुमार भार्गव
6024 गुप्त नगर



उत्तर प्रदेश UTTAR PRADESH

CN 883385

13. **FINAL ACCOUNT**

That a general account shall be taken of all the assets and liabilities of the partnership firm after the end of each accounting year. A Balance Sheet and Profit and Loss Account, making due allowance for depreciation and for recouping any lost capital, shall be drawn up and the profits or losses of the partnership shall be ascertained and the respective shares of the partners in the net profits and losses of the partnership firm shall be adjusted to their respective capital accounts.

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14. **BANK ACCOUNT**

That the bank account or accounts in the name of the partnership firm shall be opened, maintained and closed with such bank or banks as the parties hereto may, from time to time, decide. Such bank account or accounts shall be operated by the partners singly or jointly or otherwise as the partners may, from time to time, decide.

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Partner/Authorised Signatory

15. **ADMISSION OF PARTNER**

That the partnership shall be deemed to be continuing on the admission of a new partner or partners provided the admission is on the terms laid down and unanimously approved by the partners.

16. **RETIREMENT OF PARTNER**

That any partner may retire at any time by giving a notice for not less than 2 (two) months of his intention to retire from the firm and after the expiry of the said notice period of 2 (two) months, he shall not be entitled to and liable for profits and losses of the firm.



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17. **DISSOLUTION**

That the partnership may be dissolved at any time in future by mutual consent of the partners.

18. **EFFECT OF DEATH**

That death (God forbid), insolvency or retirement of any of the partners shall not dissolve the firm but it shall continue with or without the successor or successors of the deceased or outgoing partner as the remaining partner may decide.

19. **GOODWILL**

That the goodwill of the firm is the property of the firm and shall belong to the firm only.

20. **ARBITRATION**

That if at any time either during the continuance of the partnership or after the retirement of any partner, any dispute or difference shall arise between the partners or their respective heirs or any one claiming through or under them, the same shall be referred to arbitration.

21. **SAVING**

That save as otherwise expressly provided in these presents, the partnership shall be governed by the Indian Partnership Act, 1932 and the Rules made thereunder for the time being in force.

For Tirupati Builders & Developers
Partner/Authorised Signatory

For Tirupati Builders & Developers
Partner/Authorised Signatory



रंजीव कुमार अग्रवाल
उत्तर प्रदेश सरकार

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE
HUNDRED RUPEES

- 8 MAY 2013

मुद्रा कोषाधिकारी
वाराणसी

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उत्तर प्रदेश UTTAR PRADESH

CN 886554

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

NAME, ADDRESS AND
SIGNATURE OF WITNESSES

SIGNATURE OF PARTIES

1.
Uday Kumar Agrawal
MISIR POKHARA, LUXA
VARANASI

(SANJEEV KUMAR AGRAWAL)

2.
Sharmendra Agrawal
S/o Motilal Agrawal
Plot no 11/2 Lakhtarana
Varanasi

(SANJAY KUMAR AGRAWAL)

(SHASHI KUMAR SINGH)

(VINAY KUMAR SINGH)

(PANKAJ KUMAR SINGH)



SWORN

VERIFIED BEFORE ME
REV. DEVI, Advocate
NOTARY Govt. of India
16.1.1969 Varanasi

(PRIYANKA SINGH)