



Certificate No. H012021K21  
GRN No. 83535512



Stamp Duty Paid : ₹ 1000  
(Rs. Thousand Only)  
Penalty : ₹ 0  
(Rs. Zero Only)

## Seller / First Party Detail

Name: Shri balaji phosphate and Organic  
H.No/Floor: 0 Sector/Ward: 0 LandMark: Vill gawar  
City/Village: Gawar District: Hisar State: Haryana  
Phone: 86\*\*\*\*\*99



## Buyer / Second Party Detail

Name: X  
H.No/Floor: 0 Sector/Ward: 0 LandMark: X  
City/Village: X District: X State: X  
Phone: 86\*\*\*\*\*99

Purpose: Partnership Deed

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrashry.nic.in>

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29 NOV 2021

## AGREEMENT OF PARTNERSHIP

This deed of partnership is executed on this the 9<sup>th</sup> day of November, 2021 by and amongst

1. Sh. Sanjay Aggarwal S/o Sh. Rajinder Kumar R/o H.No.918-B, Sector-14, Hisar.
2. Sh. Sandeep Garg S/o Sh. Brij Mohan Garg R/o H.No.1920, Sector-14, Hisar.
3. Sh. Subhash S/o Sh. Sumer Singh R/o H.No.1990, Sector-14, Hisar.
4. Sh. Dipanshu Aggarwal S/o Sh. Dinesh Aggarwal R/o H.No.918-B, Sector-14, Hisar.

Herein after called the 1<sup>st</sup>, 2<sup>nd</sup> 3<sup>rd</sup>, and 4<sup>th</sup> party respectively.

Whereas partners have desired to join together for the pursuit of common business goals and to earn the profit. Partners desire to enter into a partnership agreement as the most advantageous business form for their mutual purposes.

And whereas all the parties referred to above hereby desire that the terms and conditions as agreed upon of their partnership be reduced in writing to do away any avoidable disputes and misunderstanding that may arise in future between the parties, their heirs and administrators.

S. Aggarwal

S. Subhash



## NOW THIS DEED WITNESSES AS UNDER:

### 1. COMMENCEMENT OF FIRM BUSINESS

That the firm with its present constitution shall come into existence with effect from 9<sup>th</sup> November, 2021.

### 2. NAME AND STYLE

That the partnership business is being carried on and shall be carried on under the name and style of M/s. SHRI BALAJI PHOSPHATE AND ORGANIC IND.

### 3. PRINCIPAL PLACE OF BUSINESS

That the principal place of business of the firm is & shall be VPO Gawar, on Choudharywas Gawar Road, Hisar, Haryana-125001, India. The principal place of business may be shifted to such other place or places as the partners may unanimously decide from time to time.

### 4. BRANCHES

That with mutual consent of all the parties any number of branch or branches for any type of business at any other place or places may be started under any name and style.

### 5. NATURE OF BUSINESS

That the main business of the firm shall be manufacturing of Organic, Bio-Fertilizers, Fertilizers and Chemicals. The partners may do any other type of business with the mutual consent of all the parties, which may not be against law or opposed to public policy.

### 6. CAPITAL

That so far as possible all the parties shall be responsible for arranging and proving capital required for the business of the firm.

### 7. INTEREST

That necessary capital as well as other fund required for the purpose of partnership business shall be contributed or arranged by the partner in such manner as may be mutually agreed upon between the partner from time-to-time interest @12 p.a. or at lower rate as may be prescribed under section 40(b) of the Income Tax Act, 1961.

Or at any amendment thereof which may be force in the relevant financial year shall be payable to the partner on the amount standing to the credit of the account of the partners. If there is debit balance in account of any partner, interest of the same rate shall be payable by them. Such interest shall be calculated and credited or debited to the account of partners at the close of accounting year. The interest shall be calculated w.e.f. 9<sup>th</sup> November, 2021.

### 8. REMUNERATION

That all the 4 parties of this deed shall be the working partners. It is hereby agreed to that in consideration of the said parties contributing their time and attention to this business of the firm and work in the partnership firm, he shall be entitled to draw remuneration as under:



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S. Agarwal

Subhash

Subhash



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### 10. ACCOUNT BOOKS

That usual and customary books of accounts of the partnership shall be kept and maintained for the business of the firm at the place of business and each partner shall have access to and power to have copies of the same. All the transactions entered into by them on behalf of the firm shall be faithfully recorded therein. The account books shall not be removed from the business premises without the consent of all the parties or except for business purposes.

### 11. ACCOUNTING PERIOD

That the accounts of the firm shall be closed on the 31<sup>st</sup> day of March every year.

### 12. BANK ACCOUNTS

That the firm may open account or accounts with such bank or bankers as may be agreed upon among the partners from time to time and such bank account shall be operated by any party of this deed for and on behalf of the firm either severally or jointly.

### 13. BORROWINGS

That all the parties may borrow money for the business of the firm, in the firm's name or on firm's credit or against the security of the firm's movable or immovable property with the consent of all the parties.

### 14. GOODWILL

That the goodwill of the firm shall belong to all the parties in proportion to their profit-sharing ratio.

### 15. ARBITRATION

That in case of any dispute between the parties with regard to the interpretation of this deed or any other matters relating to the affairs of the firm, the same shall be referred to an arbitrator mutually agreed upon between the parties. The decision of the arbitration so nominated shall be final and binding on all partners, such arbitration proceedings shall be governed by Indian Arbitration Act, which is in force.

### 16. RETIREMENT OF PARTNER

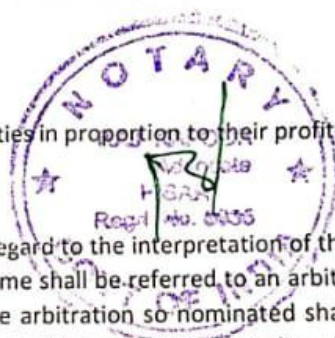
If any partner shall at anytime during the subsistence of the partnership, be desirous of retiring from the firm, it shall be competent from his to do so, provided he shall give at least one calendar month notice of his intention of doing so. The remaining partner shall pay to the retiring partner or his legal representatives of the deceased partner, the purchase money of his share in the assets of the firm.

### 17. GENERAL

(A) That it will be open to the partners to change, alter, vary, add or modify the above conditions and stipulations by mutually taking the consent of all the partners in writing.

(B) That this partnership is AT WILL and can be dissolved at any time with the mutual consent of all the parties to this deed.

(C) That all the parties to this deed shall work diligently and faithfully to the common advantages of the firm and shall render true and correct information to each other.



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(a) The yearly remuneration payable to the partners shall be calculated as percentage of the book profit in the following manner:

On the first Rs. 300000/- of the book Profit or Loss	Rs. 150000/- at the rate of 90% of the book profit whichever is more
On the balance of the book profit	At the rate of 60%

1. Provided that in the year in which book profit does not exceed Rs. 150000/-, that above said partners shall be entitled to the total remuneration as under:

Sh. Sanjay Aggarwal	1 <sup>st</sup> party	25%
Sh. Sandeep Garg	2 <sup>nd</sup> party	25%
Sh. Subhash	3 <sup>rd</sup> party	25%
Sh. Dipanshu Aggarwal	4 <sup>th</sup> party	25%

However, in case of loss, no remuneration shall be allowed to the partners.

(b) For the purpose of above calculation, 'Book Profit' means the net profit as shown in the Profit and Loss Account for the relevant previous year, computed in the manner laid down in the Chapter IV D of the Income Tax Act, 1961 as increased by the aggregated amount of remuneration paid or payable to all the partners of the firm.

(c) The partners shall be entitled to increase or reduce the above remuneration. The parties hereto may also agree to reverse the mode of calculating the above said remuneration as may be agreed to by and between the partners from time to time.

(d) The remuneration payable to the said partners shall be credited to their respective accounts at the close of the accounting period when final accounts of the partnership firm are made and the amount of remuneration shall fall due to them on determining the same in the manner referred to herein before.

(e) The said partners shall be entitled to draw remuneration only after the end of the relevant year of accounting period. However, nothing herein contained shall preclude any of the said partners from withdrawing any amount from the partnership firm against the amount standing of the capital and/or current or loan account or share of profit for the relevant accounting year in the such manner as may be decided by the partners by mutual consent.

## 9. SHARES

That after defraying all the business expense including interest and remuneration payable to partners and bad-debts, if any, the net profit and loss as the case may be of the business shall be divided between/borne by the partners at the close of the accounting year in the following proportion:

Name of the Partners	Profit/Loss
Sh. Sanjay Aggarwal	25%
Sh. Sandeep Garg	25%
Sh. Subhash	25%
Sh. Dipanshu Aggarwal	25%

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S. Aggarwal Subhash

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(D) That all business expenses shall be borne by the Partnership Firm.

(E) That no partner shall be responsible for the personal debts of the other partner.

(F) That the Profit and Loss Account and the Balance Sheet shall be duly signed by any two partners and upon signing the same shall be binding and final.

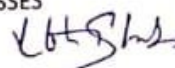
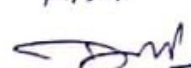
(G) That no partner, without the written consent of the all the other partners shall do or abet in doing any of the following acts:

- i. Sell, mortgage, assign or otherwise transfer his share or interest in the partnership business or property.
- ii. Charge, mortgage, hypothecate, assign or otherwise transfer the business, property or rights of this partnership firm.

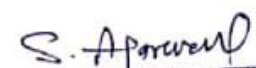

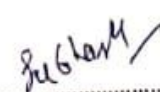
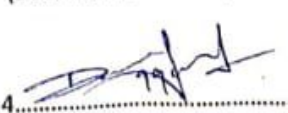


In witness whereof, the parties hereto have set their hands on the deed of partnership made on 9<sup>th</sup> day of November, 2021 in the presence of this witness signed here below:

#### WITNESSES

1.   
ABHISHE AGGARWAL  
69, New Anaj Mandi,  
HISSAR
2.   
DINESH Dhanwal  
# 918-B Sec-14  
HISSAR

#### EXECUTANTS

1.   
(SANJAY AGGARWAL 1<sup>st</sup> PARTY)
2.   
(SANDEEP GARG 2<sup>nd</sup> PARTY)
3.   
(SUBHASH 3<sup>rd</sup> PARTY)
4.   
(DIPANSHU AGGARWAL 4<sup>th</sup> PARTY)

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ATTESTED  
NOTARY, HISSAR  
29 NOV 2021