



अ. क्रमांक १५४३ किमत ५०० दि. १३/१०/०४  
 श्री. बी. भोवरा  
 मुद्रांक निवेदन  
 कलेक्टर पत्रिका, नागपुर  
 नायकन क्रमांक ११/८८  
 राजेंद्र मिश्र  
 कुरुरवेडा

NAGPUR TREASURY  
 - 3 FEB 2005  
 M. B. Shinde  
 ATD/... Clerk

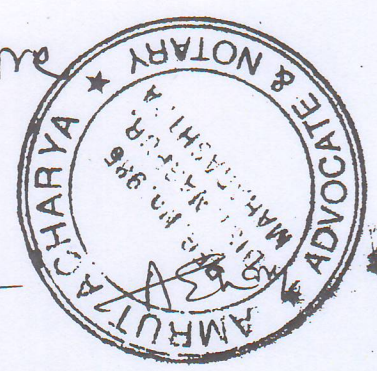
NOTARIAL REG.  
 ENTRY NO. : 16334  
 DATE 19.12.2005

### DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made at Nagpur On this 1st August 2005 between  
 Gulam Ashi s/o Daud Khan Pathan aged about 35 Years, Occ. Business, resident, of Ambedkar Ward, Kurkheda, Tah. Kurkheda, Dist. Gadchiroli, hereinafter referred to as the Party No:1 of the first part. 2) Rajendra Purushottam Tank aged about 41 years R/O 177, Radhika Vihar Queta Colony, Nagpur, hereafter referred to as party No:- 2 3) Ghanshyam Wasudeorao Tijare Aged about 40 years occupation Business, R/O 16, Indiradevi Town, Wathoda Layout Near KDK College, Inner Ring Road, Nagpur hereinafter referred to as the Party No:- 3 4) Madhukar Sheshraoji Kale aged about 53 years, occupation Business resident of Agale Road Gandhi Gate Mahal, Nagpur, hereafter referred to as party No :-4 of the second part witnesseth as under :-

जनमाहिती अधिकारी  
 सहायक निबंधक भागीदारी संस्था  
 यांचे कार्यालय, ११८, जुने सचिवालय इमारत  
 सिविल लाईन्स, नागपूर-४४११०१. Tgml

Gulam Ashi  
 Rajendra  
 Ghanshyam  
 Madhukar





WHEREAS the above referred Partied i.e. PARTY NO. 1,2,3,&4, intend to start a new business of Mining & Raising of Minerals & Iron Ores, Trading in Minerals, owing leases of mineral bearing land etc. and styled as "M/S AJANTA MINERALS". All the parties to this deed have agreed to constitute the partnership and carry on business. The Government of Maharashtra has sanctioned prospecting licence No. PLV-G/31/05/2316 Dated. 14/07/2005 to M/S Ajanta Minerals, At Post Kurkheda, Tah Kurkheda, Taluka:- Korchi, Village:- Sohale, Khashra No. 121/1, 65.00 Hectares, Dist. Gadchiroli. The parties to the deed have decided to do the mining operation on the above mentioned place on following terms & conditions, as agreed by all the partners.

✓ 1. COMMENCEMENT :

That this partnership Firm comes into existence from today i.e. 1st August 2005.

✓ 2. NAME OF THE FIRM :-

That this partnership Firm is named and style as "M/S AJANTA MINERALS" but it can do any business under any trade name or names as the parties may decide hereinafter.

✓ 3. PLACE OF BUSINESS :

That the place of business of the firm shall be at Ambedkar Ward, Vidarbha Agency, Main Road, Kurkheda, Tah. Kurkheda, Dist. Gadchiroli & 15, Indradevi Town Wathoda Nagpur. The place of business can be shifted to any other place or places by mutual consent of the parties.

✓ 4. NATURE & LINE OF BUSINESS :-

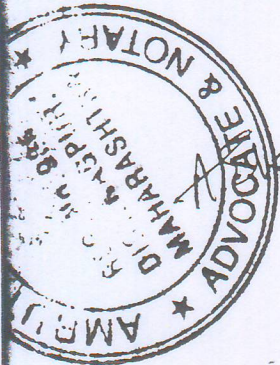
To carry on the business of mining & raising of Minerals & Ores, Trading in Minerals, Owing leases of mineral bearing lands, erecting mineral beneficiation plants etc. The firm can do any other business by mutual consent of all the partners. The partners can do any mining business in any place by mutual consent of all the partners.

✓ 5. CAPITAL :-

That the share capital of firm shall be Rs. 50,000.00 and it shall be contributed by the partners as under

|    |                                 |           |
|----|---------------------------------|-----------|
| 1. | Gulam Ashi s/o Daud Khan Pathan | 12,500.00 |
| 2. | Rajendra Purushottam Tank       | 12,500.00 |
| 3. | Ghanshyam Wasudevrao Tijare     | 12,500.00 |
| 4. | Madhukar Sheshraoji Kale        | 12,500.00 |

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50,000.00  
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माहितीचा अधिकार अधिनियम-२००५ अंतर्गत माहिती

रा. ए. रोटे (प्रमुख लिपिक)

जनमाहिती अधिकारी  
सहायक निबंधक भागीदारी संस्था,  
नागपूर

जनमाहिती अधिकारी  
सहायक निबंधक भागीदारी संस्था

यांचे कार्यालय, ११८, जुने सचिवालय इमारत  
विजयनगर लाईन्स, नागपूर-४४० ००९



6. SHARES IN PROFIT / LOSS :-

That the parties to this deed shall share profit or loss in the business of the firm, as the case may be in the followings manner.

Name of the Partners

Profit(Loss) Sharing Ratio

|  |        |                  |
|--|--------|------------------|
| 1. Gulam Ashi Daud Khan Pathan           | 30/28% | <i>G.D. Khan</i> |
| 2. Raju <sup>ndra</sup> Purushottam Tank | 30/30% | <i>R.P. Tank</i> |
| 3. Ghanshyam Wasudev Tijare              | 22/24% | <i>Gulijam</i>   |
| 4. Madhukar Sheshraoji Kale              | 18/18% | <i>G.Kale</i>    |

7. BANK ACCOUNT :-

That a bank account or bank accounts in the name of firm shall be opened which shall be operated by ~~any~~ two partners jointly.

Signature of Party no 1 Compulsary.

8. ACCOUNTING YEAR :-

That the firm must maintain true and correct accounts of its business. For this purpose the firm shall follow accounting year beginning on 1st April, an ending on 31st March, i.e. financial year and the account books of the firm must be closed and balanced on financial year when the profits or loss as the case may be will be drawn and the same shall be shared by the parties in the proportion given in this indenture above. The books of accounts will be kept at the place of business and shall remain open for inspection always at any time at the place of business. Any mistake or error found must be rectified within a fortnight. Both the parties will maintain true and correct accounts.

9 DURATION OF THE FIRM :-

That the partnership is AT WILL and can be dissolved at any time as and when the parties thereto may so decide or unless otherwise it dissolves under any provisions of the Indian partnership Act or the provisions herein contained. In the event any of the parties wishes to retire or withdraw his/her intrest from the firm, he/she will be required to give notice of his/her intention to other parties atleast three months before the date of retirement or withdrawal and such notice period the accounts of the intending partner will be finalised and he/she will be permitted to retire and the firm shall be dissolved unless the remaining partner wishes to continue it in the partnership with some one else. In that case the firm shall be reconstituted and business continued as it is.



माहितीचा अधिकार अधिनियम-२००५ अंतर्गत माहिती

रा. ए. रोटे (प्रमुख लिपिक)

जनमाहिती अधिकारी  
सहायक निबंधक भागीदारी संस्था,  
नागपूर

जनमाहिती अधिकारी  
सहायक निबंधक भागीदारी संस्था  
यांचे कार्यालय, जुने सांघवाल इमारत  
सिविल लाईन्स, नागपूर-४४० ००९



10. LEGAL REPRESENTATIVES :-

That in the event of the death of any of the partner or if any partner becomes insane or becomes otherwise incapable of attending to the business of firm, the firm will not be dissolved automatically but his/her legal representative will be taken in his/her place if so desired by the legal representative and the business continued. That such legal representative will be entitled to all rights and obligations of the party to whom he/she inherits. In the event the legal representative of the deceased partner elects not to become the partner in the firm then the firm shall be reconstituted as per provision contained in condition No. 10 hereinabove.

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P. Tam.

11. RIGHT AND RESPONSIBILITIES :-

That both the partners have equal rights in management of the business of the firm and shall discharge their duties in capicity as partner most efficiently, faithfully and diligently and shall do things to the greatest advantage of the firm. Also parties to this deed can raised loan from market on behalf of the firm.

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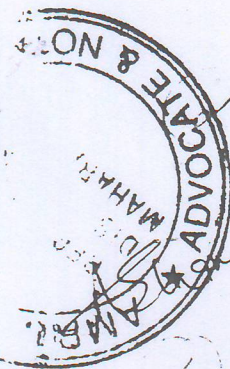
12. REMUNERATION :- It is agreed by & between parties hereto:-

That all the parties have agreed to actively devote their time & attention to the business of the partnership. It is hereby agreed that in consideration of actively devoting their time & attention in the business of partnership, they shall be entitled to remuneration in their profit sharing ratio, including commission (if any ).

- |    |   |   |
|----|---|---|
| a) | In cas of loss or Book-profit upto Rs. 75000/- for the year | Rs. 50000/- or 90% of the Book-profit whichever is higher |
| b) | On the next Rs. 75,000.00 of Books- Profit                  | At the rate of 60%  |
| c) | On the balance of Book-Profit                               | At the rate of 40%  |

13. INTEREST

That the Capital/Current Account of each partner shall bear interest @ 12% per annum or such rate as may be provided in Sec. 44(b) (iv) of the Income Tax act ,1961. Any withdrawals by the partners from the firm will carry simple interest @ 12% p.a.



*G. D. Khan*

*G. D. Khan*

माहितीचा अधिकार अधिनियम-२००५ अंतर्गत माहिती

*(Signature)*

रा. ए. सोटे (प्रमुख लिपिक)

*R. P. Tambe*

जनमाहिती अधिकारी  
सहायक निबंधक भागीदारी संस्था,  
नागपूर

जनमाहिती अधिकारी

सहायक निबंधक भागीदारी संस्था

यांचे कार्यालय, ११८, जुने सचिवालय इमारत

सिडिल लाईन्स, नागपूर-४४० ००९

*(Signature)*



That in the event of any dispute or difference of opinion in between the parties or their representatives representing the business of the firm, profit or loss, responsibilities of the partners under this partnership deed, dissolution or winding up of the business and anything respecting the firm and this deed of partnership thereof shall be referred to arbitration of two Arbitrators, one to be nominated by each party, decision of whom and in the event of disagreement, decision of the UMPIRE to be appointed by the Arbitrators will be final and binding on both the parties.

- gdkhan  
R. P. Tank  
G. Kule  
Gulijare
14. All applied mines in name of all Partners Hill  
Jale in Gachiroli Dist, shall included in this Partnership Deed.
15. UNLESS it is inconsistent to the context parties shall mean and include their respective heirs, executors, administrator's successors and assignees.
16. All business deeds, documents etc shall deemed to be cancelled.

IN WITNESS WHEREOF, the parties named above have set their hands hereunto on this the 1st Day of August 2005. hereinabove first mentioned before the attesting witnesses after understanding contents read of in perfect state of mind exercising their free will and in absence of any kind of misgiving or undue influence.

## WITNESSES :-

G. Kule

R. P. Tank  
M. M. Tank

G. D. Khan

Gulam Ashi s/o Daud Khan Pathan  
(Party No 1)

R. P. Tank

Rajendra Purushottam Tank  
(Party No. 2)

G. Kule

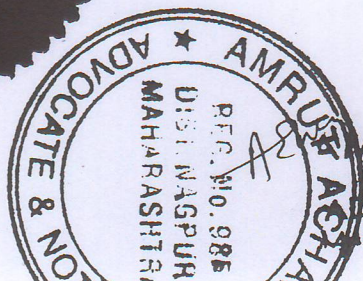
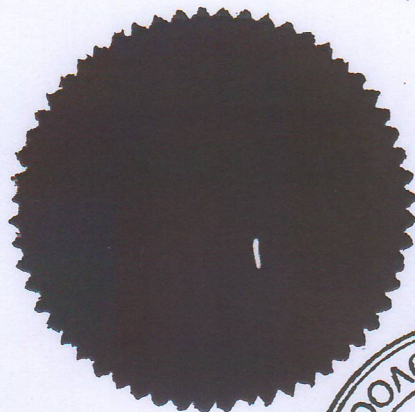
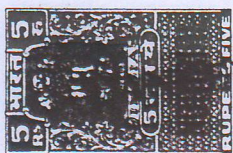
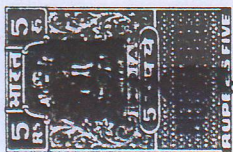
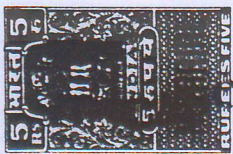
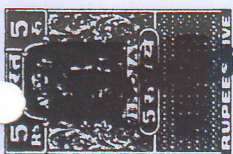
Ghanshan Wasudeorao Tijare  
(Party No. 3)

G. Kule

Madhukar Sheshrao Kale  
(Party No. 4)

The Executant appeared before me and signed document, he admits the contents herein and the execution here of to have been made by him voluntarily. The Signature of the Executant is attested. He is idemnified by Shri/Smt. M. M. Tank

I know by me personally being satisfied about voluntary execution the deed is hereby authenticated on this 1st day of August 2005



ACHARYA  
B.Sc. M.A., LL.B.  
ADVOCATE & NOTARY  
A. Gueha Colony, Lokadgan,  
MAGPUR-440008