

Mrs. Atabi Banerjee

B. A., L.L.B.

Notary, GOVT. OF WEST BENGAL
Durgapur, Burdwan

Professional Address :

Durgapur Court
Durgapur, Burdwan
Pin - 713 216

Notarial Certificate

(Pursuant to section 8 of The Notaries Act. 1952)

TO ALL TO WHOM THESE PRESENTS shall come,
Mrs. Atabi Banerjee, duly authorised by the Government of West Bengal to practise as a NOTARY do hereby verify, authenticate, certify, attest as under the execution of the instrument annexed hereto collectively marked "A" on its being executed, admitted and identified by the respective signatories as to the matters contained therein, presented before me.

According to that this is to certify, authenticate and attest that the annexed instrument "A" is the

Original Deed of Partnership executed by 1. Mr. Sandeep Agarwal and Mr. Suresh Agarwal on identification by Ed. Advocate

PRIMA FACIE the annexed instrument "A" appears to be in the usual procedure to serve and avail as needs or occasions shall or may require for the same.



IN FAITH AND TESTIMONY WHERE OF
being required of a NOTARY, I the said notary do hereby subscribe my hand and affix my seal of office at Durgapur on this the day of

17th April in the year of Christ 20 *23*

Atabi Banerjee
Mrs. Atabi Banerjee Notary
Durgapur, Burdwan, W.B.

Regd. No. 40/2007 Govt. of W.B.
Mrs. Atabi Banerjee
NOTARY



17 APR 2023



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AM 520172

ANNEXURE "A"

Before the Notary
Govt. of West Bengal
Burdwan District
Durgapur

PARTNERSHIP DEED

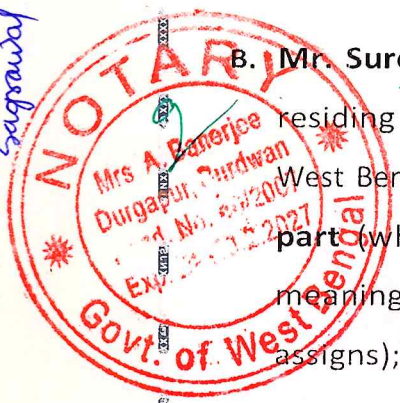
THIS DEED OF PARTNERSHIP MADE AT DURGAPUR THIS
13th DAY OF APRIL TWO THOUSAND TWENTY THREE.

BETWEEN

A. Mr. Sandeep Agarwal, (Pan No. AFKPA7650M) S/o residing at A-12, BBC,
Palsarani , Bidhannagar, District- Bardhaman, State- West Bengal, Pin Code- 713212
; hereinafter referred to as party of **First Part** (which expression shall, unless it is
repugnant to the context or meaning there of, include his heirs, executors,
administrators and assigns);

AND

B. Mr. Suresh Agarwal, (PAN: AFSPA4338J) S/o Mr. Nand Kishore Agarwal
residing at Saraf Building, Hattala Road, Durgapur, District- Bardhaman, State-
West Bengal, Pin Code- 713201; hereinafter referred to as party of **Second**
part (which expression shall, unless it is repugnant to the context or
meaning there of, include his heirs, executors, administrators and
assigns);



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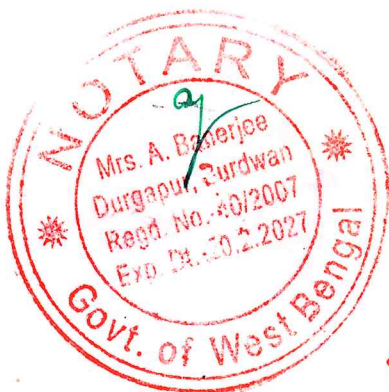


AM 520171

WHEREAS First, and Second parties to the deed desire to carry on the business of Real Estate and Construction in partnership in the name and style of "M/S RAGHUNATHJI PROPERTIES" hereinafter referred to as "Partnership Firm", with effect from **13th DAY OF APRIL, 2023** (All the above party will & shall be collectively referred to as Partners)

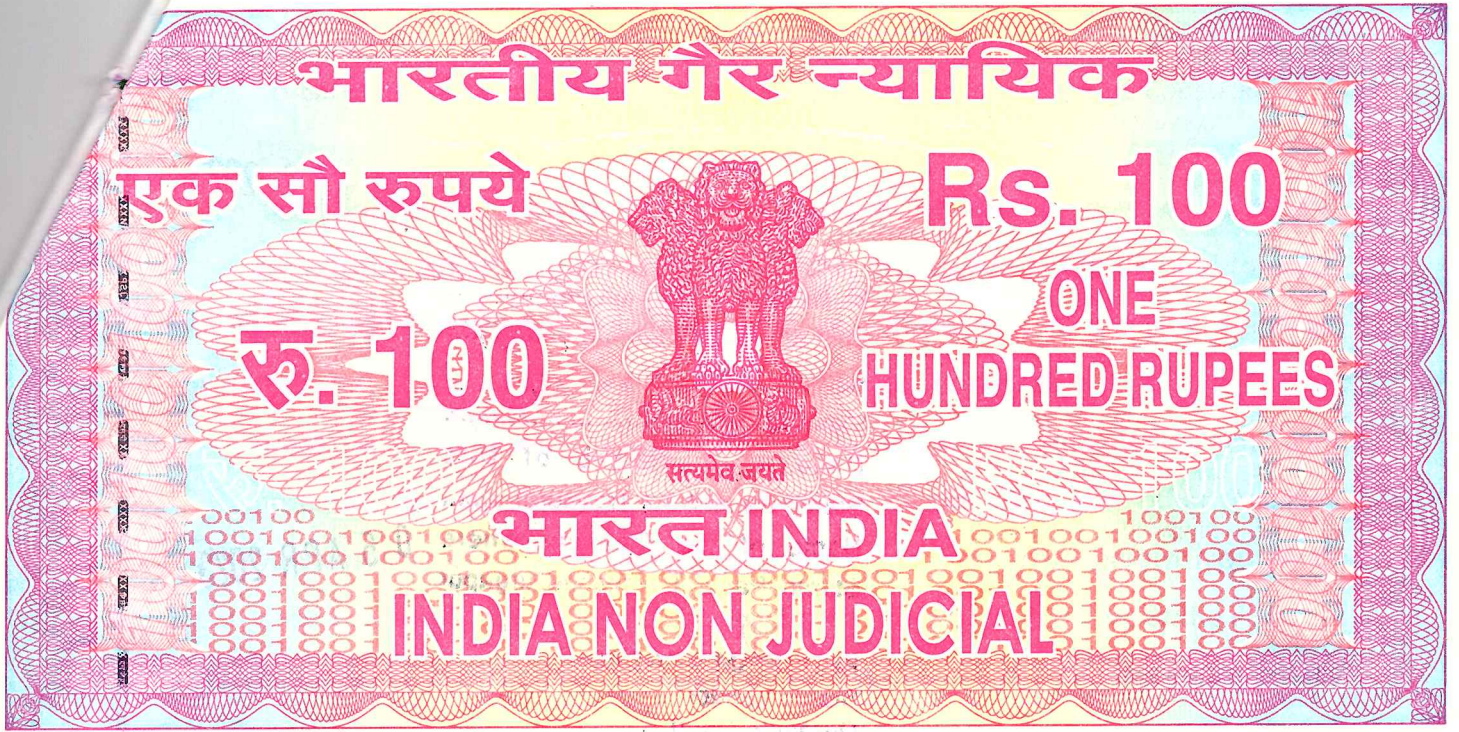
NOW, THEREFORE THIS DEED WITNESSETH AS UNDER:-

1. **Name of the Business:-**The name and style of the Business shall be continued to be "M/S RAGHUNATHJI PROPERTIES,
2. **Address:-** The Business is having its Office at **A-12, BBC, Palsarani, S.O-Bidhannagar, Dist-Bardhaman, West Bengal, Pin Code- 713212** and/or at such other place or places as shall be agreed to by the parties herein from time to time.



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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AM 519637

3. **Nature of Business:** - The parties hereto, in partnership shall carry on the business of Real & Construction, General construction services of other civil engineering works.

- a) To carry on business of Contractors, Infrastructure developers, Real Estate developers and Engineers land developers, estate agents, and to purchase, hire or otherwise acquire lands, buildings, civil works immovable property of any tenure or any interest in the same and to erect and construct, houses, flats, bungalows or civil work of every type on the land of the Company or any other land or immovable property whether belonging to the Company or not, or any other Immovable property in India or abroad.
- b) To act as Builders and Developers of land contractors and to purchase, acquire, take on lease or in exchange or in any other lawful manner any area. Land, buildings, structures and to turn the same into account and to provide property related activities and services including buying and selling, consultancy, general order suppliers and to act as brokers and commission agents and to provide property related consultancy and management services.



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- c) To carry on the business of Real - Estate and all or any kinds of Construction & Development business including but not limited to, developers and commission agent and for that purpose, to purchase, acquire, own process, buy, sell, re-sell and to traffic in land structures and estates other immovable properties and to erect, build, construct, alter, equip, maintain or replace and to manage buildings, factories, sheds, offices, warehouses, workshops, stores, dwellings, mills, shops, roads, tanks, waterworks, etc and other works and conveniences which may seem necessary for the purpose of the Business of the Firm and other Ancillary businesses as the parties hereto may deem fit; the parties hereto may do or undertake any other business or service for the purpose of Business of the Firm.
- d) To carry on the business of Supply of building materials. The procedure entails choosing the supplies, ordering them, billing them, collecting payment and having them delivered to the site. Materials are to purchase the best product ideal at the ideal quantity, quality, time, and cost.
- e) To carry out all such other allied business activities as the parties hereto may deem fit for furtherance of this business;

4. Commencement and Duration: The business of the constituted shall be deemed to have commenced from 13th Day of April, 2023 and duration of the firm shall be "AT Will".

5. Accounting Year: That for the first year the accounting year of the business ending on 31st March'2024 and thereafter , for the subsequent years the accounting year shall be a period of 12 month ending on 31st March every year.

6. Capital Clause:- All the partner should equally contribute the capital into the partnership firm, all the partners will bring Rs.1,00,000/- as initial capital through the banking mode and/ any other mode as decided/ agreed between them.

If at any time after the commencement of this Partnership any further Capital shall be required for the purposes of its Business, the same shall be additionally contributed by the Partners.

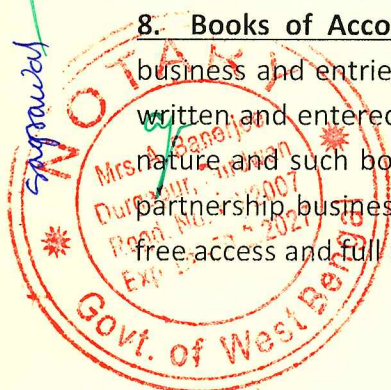
8. Books of Accounts: Proper Books of accounts shall be kept for the said partnership business and entries made therein of all such matters, transactions and things as are usually written and entered in the books of account kept by person engaged in concerns of a similar nature and such books together with all securities, letters and other things belonging to the partnership business shall for the time being carried on and each of the Partners shall have free access and full right to inspect ,examine and copy the same whenever he shall think so.

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Suresh K. Agarwal

Suresh K. Agarwal



Final Accounts: Within a reasonable time from the end of the accounting year books of accounts of the Firm shall be closed and a Profit and Loss account and Balance Sheet shall be drawn.

10. **Bank Account:** The banking accounts of the partnership shall be opened in such bank or banks as parties hereto may mutually agreed upon. Such banking account or accounts will be operated by all the partners jointly or as decided by the parties from time to time. All moneys, cheques, drafts and bills shall be deposited in the bank or banks in the business name as and when they are received by the business.

11. **Remuneration to the Partners:** Remuneration to the Partners includes any salary, commission or any other some payable to the partners out of the Profit or Loss of the business by whatever name called expect Interest on Capital and share of profit. The remuneration so calculated shall be distributed between the working partners as per their profit sharing ratio.

12. **Interest on capital:** The parties hereto shall be entitled for a simple Interest as may be mutually agreed upon in writing from time to time but shall not exceed 12% p.a. The interest shall be computed on the amount standing to the credit of capital on the last date of the accounting period.

13. **Profit and Loss:** Taxable Income/Loss of the business other than Long Term Capital gain/loss taxable under section 112 of the Income Tax Act, 1961 or any amendment or modification thereof shall be determined after providing for all outgoing expenses and losses but before charging any interest or remuneration payable to the partners of the firm. The profit arrived at as stated above shall for the sake of brevity be referred to as "**Operating books Profit**" of the firm. The balance profit left out of Operating Book Profit after charging interest payable as per clause 12 of this deed, hereinafter referred to as "Balance of Profit" shall be payable as remuneration to the working partners and the amount payable as remuneration shall be arrived at in the manner laid down hereunder:-

(a)	On the first Rs.3,00,000/-of the Profit or in case of Loss.	Rs.1,50,000/- or 90% of profit, whichever is more.
(b)	On the balance of the Balance of Profit.	At the rate of 60%.

Subject to the provision that a minimum remuneration of Rs.5,000/- per month is to be paid to each of the parties under any circumstances unless otherwise mutually decided by all the parties hereto.

The net profits and losses of the Firm shall arrived at after providing for payment of Remuneration and interest to the working Partners in accordance with the terms of Partnership then in force and as per the income tax Act,1961 pursuant to provisions of the income tax act section 40 (b) of the act.

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The net profits and losses of the Firm shall be distributed amongst the Partners in the following proportions:-

Sl. No.	NAME OF PARTNERS	SHARE IN PROFIT/LOSS
1.	Sandeep Agarwal	60%
2.	Suresh Agarwal	40%

14. Share in Divisible Profit :At the end of accounting year a general account of all assets and liabilities and transactions of the firm shall be taken and net profit or loss shall be determined after taking into consideration all expenses and losses and incomes and gains including capital. gain/loss and after charging interest and remuneration payable to the partners as specified above and the same shall be distributed as per profit sharing ratio amongst all the parties.

15. Drawings: All the partner shall be eligible to draw maximum 90% of the amount standing to credit of his account at the end of every financial year.

16. Mutual Consent: Neither of the Partners shall without the prior consent of the other of them do any such acts or things which may put to jeopardy the interest, tangible and intangible asset or assets of the Business. Any of the party hereto doing such acts or things without prior written consent of the order of them shall be liable to reimburse the loss caused to the partnership by his acts and deeds.

17. Admission of a Partner: A person can be introduced as a partner in the Business upon mutual consent and on the terms agreed upon by all other partners existing on the day of admission.

18. Retirement of a Partner: If any partner is desirous of retiring from the partnership he shall be entitled to do so by giving **two month** notice in writing to other partners of his intension to retire and from the expiration of such notice, his interest in the partnership shall cease and the business shall be continued by the remaining partners. Notice Period of two months may be reduced as may be mutually agreed by the continuing partners.

19. Death of a Partner: The death, retirement or insolvency of any of the Partners shall not dissolve the Business. In case event of death of a partner a partner becoming permanently disable his nominee will be admitted as one of the partner with equivalent share.

20. Dissolution of the Firm: Business can be dissolved once mutually agreed by all the partners after meeting all the liabilities standing in the name of the business . In case of any deficit, all partners shall be personally liable to the extent of their share in the business

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21. Duties and Obligations : That During the Continuance of These Presents each shall : ..

Punctually pay his separate debts and indemnify the other partners and the assets of the business against all expenses on account thereof;

- a) Forthwith pay all moneys, cheques and negotiable instruments received by him on the account of the business into the business account;
- b) Be just and faithful to the other and at all times give to each other full information and truthful explanations of all transactions relating to the partnership business; and
- c) Afford every assistance and co-operation in his power and to use his best skill and endeavor in the conduct, promotion and execution of the partnership business for their mutual advantage and benefits.

22. Arbitration: Any dispute that may arise either during continuance of the partnership business or thereafter as in the conduct of the said business or the interpretation of these presents, any of the clauses of these presents or as to the acts of commission of any of the matter pertaining to or touching to the dissolution or construction, the same shall be referred to the arbitration under The Arbitration and Conciliation Act 1996.

23. Alteration or addition of any clause of this deed of partnership: Notwithstanding anything contained in this deed the parties shall have full powers and discretion to modify, alter or vary the terms and conditions of this partnership deed in any manner whatsoever they think fit by mutual consent which shall be reduced to writing and be signed by all the Partners and thereupon the said writing shall become appendage and part of this deed.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands at Durgapur, West Bengal on the day and year first hereinabove mentioned.

Parties to the deed:-

Witness

1. _____

Sandeep Agarwal

Mr. Sandeep Agarwal
First Part

Suresh Agarwal

Mr. Suresh Agarwal
Second Part



**INSTRUMENT 'A' REFERRED TO
IN THE NOTARIAL CERTIFICATE**

A. Banerjee

Mrs. A. Banerjee, Notary
Durgapur, Burdwan, W.B.
Regd. No. 20/2007 Govt. of W.B.

A. Banerjee

ADVOCATE

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