

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made on this ... 9th day of MARCH, Two Thousand Twenty Three (2023).

BETWEEN

SRI BIKASH AGARWAL (PAN- AHAPA8484B), son of Late Rajendra Kumar Agarwal, by faith- Hindu, by Nationality- Indian, by occupation-Business, resident of 2052, Chakgaria, Upohar Condovilla, Panchasayar, Post Office- Panchasayar, Police Staion- Survey Park, Kolkata-700094, District - South 24 Parganas, West Bengal, hereinafter referred to as the "FIRST PARTY" of the ONE PART. A Thele Day 01 MAR 2023

Name Binack & Gerroof,

Address

Value 2082 Chon Soon a

Govt. Stamp Vender
SUBHOJIT DEB
Sonarpur A.D.S.R.O., Ko.-150

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10 9 MAR 2023



পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

AH 241128

AND

*SRI PAWAN AGARWAL (PAN- AFXPA0641R), son of Late Babulal Agarwal, by faith- Hindu, by Nationality- Indian, by occupation- Business, resident of Flat No. E 121, 4, Sight Model Town Complex, 437 Madhya Balia, Near Khudiram Metro Station, P.O. Garia, Kolkata- 700084, hereinafter referred to as the "SECOND PARTY" of the OTHER PART.

S.L. No. 67 Date

Name Pawan Adalwal

Address Model form Compiler, Galva

Value 19

Govt. Stamp Vender

SUBHOJIT DEB

Sonarpur A. D. S. R. O., Kol.-180





0 9 MAR 2023



পশ্চিয়বঙ্গ पश्चिम बंगाल WEST BENGAL

AH 241129

AND

SRI PRASHANT RAJ KRIT (PAN- AKJPR5854Q), son of Sri Ashok Gupta, by faith- Hindu, by Nationality- Indian, by occupation- Business, permanent resident of Anathalaya Road, Katihar, Amdabad Katihar Ward No.21, Police Station – Katihar, Pin -854105, Bihar and also resident of Flat No. UPE010316, Upohar Efficiency, Chak Garia, Kolkata-700094, hereinafter referred to as the "THIRD PARTY" of the OTHER PART.

S.L. No. 18 Mane. 19 Month of Mark 1913

Name. 19 Month of Mark 1913

Address. U. P. Stamp Vender

Sonarpur A.D. S. R. O., Kol. 150

Sonarpur A.D. S. R. O., Kol. 150





(THE FIRST PARTY, SECOND PARTY AND THIRD PARTY SHALL BE INDIVIDUALLY REFERRED TO AS A PARTNER AND COLLECTIVELY AS PARTNERS)

WHEREAS the abovementioned PARTIES have mutually agreed to carry on a business under a Partnership between themselves under the name and style of "YASHVI CONSTRUCTION" having its registered office at GE- 145, Phase- 1, 908, Rajdanga Main Road, Police Station-Panchasayar, Kolkata- 700107, South 24 parganas on the terms and conditions as embodied in the Partnership commencing on and from this day of execution of this Deed of Partnership.

NOW THIS INDENTURE WITNESSETH and the Parties hereto doth hereby agreed and declared as follows:-

- 1. The provisions contained in the Indian Partnership Act, 1932, as amended for the time being in force, shall apply to this Partnership so far the same are not inconsistent with or repugnant to the article/articles herein mentioned.
- 2. NAME: The parties hereto agree to carry on the business hereinafter mentioned in partnership on the terms and conditions set out hereunder in the name and style "YASHVI CONSTRUCTION", or such other name that the partners may mutually agree upon/decide from time to time.
- 3. COMMENCEMENT: The partnership shall commence on and from this the .9th day of March, 2023, (TWO THOUSAND TWENTY THREE), and the partnership shall be "at will".
- 4. PLACE: The office of the partnership firm and the principal place of business of the partnership shall situate at GE- 145, Phase- 1, 908, Rajdanga Main Road, Police Station- Panchasayar, Kolkata- 700107, South 24 parganas, and/or such other place or places as the partners may decide hereafter from time to time.
- 5. BUSINESS: The parties hereto shall carry on the following business/businesses in co-partnership, the objects of the partnership (hereinafter referred to as the "Firm"):
- a. Land purchase and sale, land development, building construction, flat sale.
- b. And such other and/or additional business as the partners may, from time to time, mutually decide.
- 6. CAPITAL: The parties hereto agree that the capital of the "Firm" shall initially/presently be a sum of Rs. 3,00,000/- (Rupees Three Lakh only). This value/amount shall be treated as capital introduction (partnership capital) by the parties hereto, and shall be contributed by all the parties hereto as per their respective partnership capital (i.e., First Party, Second Party and Third party Rs.1,00,000/-each). Provided that the partners hereto may by mutual consent increase the capital by making their respective contributions to the same. It is worth mentioning

that except the above mentioned capital of Rs. 3,00,000/- no immovable or movable property or any other capital is enrolled in the name of "YASHVI CONSTRUCTION" neither any share is being transferred by executing this deed.

- 7. INTEREST: The Firm shall pay interest @12 (per cent)per annum to the partners on the amount of their individual capital account standing at the end of each financial year and the profits and losses of the business of the firm shall be provided after accounting for the interest thereof so payable, as business expenditure of the firm.
- 8. SHARES IN PROFITS AND LOSSES: The net profits and/or losses of the "Firm" shall be determined after adjustment of salary, bonus, commission and interest payable to the partners, shall be shared by the Partners hereto in the following proportions:

Party of the First Part (Mr. Bikash Agarwal) : 40%

Party of the Second Part (Mr. Pawan Agarwal) : 30%

Party of the Third Part (Mr. Prashant Raj Krit.) : 30%

The partners shall be entitled to increase or reduce the above profit and loss sharing ratio and may agree to pay remuneration in lieu thereof to a partner or the partners, upon mutual consent.

9. ACCOUNTS:

- (A) Proper Books of Accounts in English shall be kept by the Partners and entries made therein of all such matters, transactions and things as are usually written and entered in the Books of Accounts kept by persons engaged in the concerns of a similar nature and all such books, together with all securities, letters and other things belonging or concerning the said partnership/"Firm" shall be kept at the place where the partnership business shall for the time being be carried on and each of the partners shall have free access to inspect, examine and copy the same, whenever they think fit. All other records relating to the "Firm" shall also be kept at the principal place of business from time to time and each of the partners shall have free access to inspect, examine and copy the same, whenever they think fit.
- (B) The accounting year of the "Firm" shall be from the 1st day of April of a year to the 31st day of March of the next year.
- (C) Profit & Loss Account and Balance Sheet of the "Firm" shall be prepared at the end of each financial year and the profit or loss, as the case may be, of the business shall be divided between the Partners in the manner and share as mentioned hereinabove.
- (D) The said Profit & Loss Account and Balance Sheet of the "Firm" and/or other requisite statement of accounts will be signed by the Working

Partners. Further, if necessary or required by law, or considered desirable by the Partner(s), the accounts shall get audited by Statutory Auditors.

- 10. WITHDRAWAL BY PARTNERS: The partners shall not draw any amount from the capital contributed by them as aforesaid but they shall be free to draw from their shares of profit, if any, which shall be credited to their personal accounts on taking of annual accounts of business of the firm.
- 11. BORROWINGS BY PARTNERS: The partners of the firm may borrow from time to time after taking consent from other partners from persons, companies or banks, such money as may be required for the purpose of the business of the firm.
- 12. The partners shall be entitled to a salary in accordance with Section 40(b) of the Income Act, 1961 as amended from time to time. The partners hereof shall also be entitled to bonus and commission at a rate as will be mutually determined and fixed by the partners hereof at the closing of the year. Besides, the partners hereof will be entitled also to draw interest on capital at a percentage not exceeding 12% per annum. That in no case the aggregate salary, bonus and commission per year shall exceed the limit as fixed by the Income Tax Act, 1961 as amended from time to time. That the quantum of salary can be increased or reduced to as sum as will mutually be decided by the partners hereof. Any drawings by the partners hereof as salary, bonus or commission in excess of the permissible limit as fixed by the Income Tax Act, 1961 from time to time, such amount/s shall be refunded to and/ adjusted in the accounts at the closing of the year and will be debited to their respective capital account/s as will be mutually be agreed by the partners, the parties hereof.

13. THE POWER OF THE PARTNERS:

- (A) To execute any document/s on behalf of the "Firm" in respect of any transaction agreed upon by the Partners hereto.
- (B) To represent the "Firm" while dealing with outsiders.
- (C) To represent the "Firm" in any court matter and for that purpose to sign and declare pleadings, affidavits and other papers, to appoint advocates and to do all other things required to be done by the "Firm" in that behalf.
- (D) To purchase and sell articles and things in which the "Firm" would be dealing for its business.
- (E) To appoint all the working staffs such as Managers, officers, clerks, peons, accountants, salesmen, workers and others, on such salaries and/or wages and other emoluments, as be deemed fit, on mutual consent.
- (F) To appoint Statutory Auditors, Internal Auditors, Consultants, Valuers, Contractors, Solicitors/Legal Advisors, and/or other

- outside/independent agency, on such remuneration and other benefits, as be deemed fit on mutual consent; AND
- (G) To do all acts and things that may be required for the business of the "Firm"
- 14. All policy and other major decisions, except those relating to day-to-day business of the "Firm", will be taken by majority of the partners present at the meeting called for the purpose or by issuing a circular to those available within a reasonable time. Further, in the event of equality of votes, the party of the First part shall have an additional vote for the purpose of deciding the matter. Such decisions shall be binding on all partners.
- open in the name of the firm one or more accounts either current, savings or overdraft or cash credit or fixed /term deposit or any other bank account with one or more banks as may be agreed upon by the Partners and the account or accounts shall be operated by any two out of the three parties.

16. DUTIES OF PARTNERS:

- (A) Each of the Partners hereto, subject to what is herein otherwise provided, shall:
- Diligently and actively attend to the business of the "Firm" and devote his time thereto and shall promote the same to the best of his ability. For this purpose, they may be entitled to commission, allowance, perquisites incurred, as may be mutually agreed between and by the partners hereto from time to.
- (b) Participate and attend to the business of the firm to the greatest common advantage of the "Firm".
- (c) Be just and faithful to each other.
- (d) Render true accounts and full information of all moneys affecting the "Firm" to the other.
- (e) Indemnify the "Firm" for any loss caused to it by willful negligence or fraud in the conduct of its business.
- (f) Not withdraw any amount for his own benefit or use as remuneration or otherwise, without the consent of the other, except to the extent herein provided.
- (g) .. Be entitled to be indemnified by the "Firm" in respect of payment made and Habilities incurred by him in the usual and proper course of business of the "Firm" AND in doing any act for protecting the "Firm" from loss in emergency.
- (h) Punctually pay his separate debts and shall keep the other Partners and the properties of the "Firm" completely indemnified from and against

private debts and engagements and all actions and expenses on account thereof.

(i) Shall pay all moneys, cheques, negotiable instruments received by him on behalf of the "Firm" in the bank accounts of the "Firm" or handover the same to its authorised representative.

(j) Render proper explanations of all matters relating to the affairs of the partnership and offer every assistance in his powers in carrying on business for mutual advantage of all the partners.

- (B) Subject to what is herein otherwise provided, any Partner hereto, without the consent of the other or without a Power of Attorney of a Partner in favour of other partner/s in writing shall not:
- (a) Submit any dispute with any other person to arbitration or compromise or relinquish the claim.
- (b) Withdraw any suit or legal proceedings filed by the "Firm".
- (c) Admit any liability of the firm.
- (d) Acquire or dispose of any movable or immovable property, except the stock-in-trade in the ordinary course of business.
- (e) Enter into any partnership or other business unilaterally with any other person.
- (f) Assign, sell, mortgage or otherwise transfer in any manner whatsoever, his share or any interest of the firm.
- (g) Admit any other person as a partner in the firm.
- (h) Borrow any moneys for or in the name of the firm, or create any security or charge on the assets of the firm.
- (i) Enter into any contracts except contracts in the regular course of business of the firm.
- (j) Stand as guarantor or surety for any person in the name of the firm or for and on behalf of the firm.
- (k) Draw, accept or endorse any bill of exchange or promissory note on account of the business.
- (l) Remit the whole or any part of any debt or sum due to the firm.
- (m) Enter into any bond or become bail or surety for any person or knowingly cause or suffer to be done anything whereby the partnership property may be endangered.
- (n) Lend any money or deliver on credit any of the goods of the firm to any person or persons, firm or firms, company or companies, whom any of the other partners shall have previously, in writing, forbidden him to trust or deal with.
- (o) Undertake any journey or voyage on account of the business of the firm, necessitating an absence of more than three days from the office of the firm.
- 17. RETIREMENT OF PARTNER: If any of the Partners desires to resign/retire from the "Firm", he shall have to give/provide to the other at least 45 days notice, in writing, of his intention to do so. Upon completion/expiry of the notice period, such party shall cease to be a Partner in the firm. The said retiring partner shall not be entitled to the accounts from the other partner, but will only be entitled to the amount

(if any) standing to his credit in the partnership capital account on the date of retirement (as per the books of accounts of the firm) or in case there is any amount standing to his debt in the books of accounts of the firm on such date, he shall forthwith pay the same.

18. DEATH OF PARTNER: The death of any one of the Partners shall not dissolve the partnership and the same may be continued by the surviving Partner(s), who may, at his option, admit any one or more of the heirs of the deceased Partner to be a Partner in the said business. The heirs, executors, administrators and representatives of the deceased Partner shall not be entitled to the accounts from the other partner(s), nor to any goodwill of the business, but will only be entitled to the amount (if any) standing to the credit of the deceased Partner in the partnership capital account (as per the books of accounts of the firm) on the date of his death, and such amount shall be payable within three months from the closing of the accounting year in which death takes place. However, in the meantime, the surviving Partner may make such part payments as decided by standing to the debt of the deceased partner in the books of accounts of the firm the heirs, executors, administrators and representatives of the deceased Partner shall be liable to pay the same, within three months from the closing of the accounting year in which death takes place.

19. REMOVAL OF PARTNER:

- No Partner can be expelled by the other Partner except in where he has been found guilty of carrying on any activity / business of firm's for fraudulent purposes.
- (b) A Partner may be expelled by giving a notice of thirty (30) days from the date of decision taken by the majority of Partners, after giving an opportunity to such partner, to be heard.
- 20. ADMISSION OF NEW PARTNER: No person may be introduced as the new partner by any existing partner without the consent of the other partner.
- 21. HANDING OVER OF DOCUMENTS ON RETIREMENT OR DEATH OF PARTNER: In the event of retirement or death of a partner all debts, documents, and all such papers belonging to the firm or to the clients or customers thereof which may have been in the custody of the partner on account of the firm, shall remain in the hands of or be made over to the continuing or the surviving partner.
- 22. NOTICE: All notices required to be given either to a partner or by a partner to the firm hereunder shall be deemed to be duly served if addressed to such firm or the partner/s at the address of the firm (principal place of business from time to time) and sent by registered post.
- 23. If any Partner retires from the partnership, he will not be entitled to carry on the same or similar business as that of the "Firm", within an area of twenty-five kilometre radius from the office/offices of the "Firm" and shall not, in any event, carry on any business in the same name as that of the "Firm", so long as it is in existence.

- 24. If any dispute or difference shall arise between the parties hereto or their legal heirs and representatives or between the "Firm" and a Partner, with regard to the construction, meaning and effect of this Deed or any part thereof, or respecting the accounts, profits or losses of the business, or any matter/aspect touching the business of the "Firm" or interpretation of any provision hereof or otherwise, howsoever relating to the firm and its business, they will settle amicably and failing which the same shall be referred to an arbitrator subject to approval of majority of the Partners.
- 25. In all other respects not herein specifically mentioned in the partnership, shall be governed under the Indian Partnership Act, 1932.
- 26. The terms and conditions hereinabove may be varied, changed, modified, altered, deleted, and/or added by mutual consent of the Partners, which may be expressed in writing or implied from conduct the of the Partners.
- 27. WINDING UP: Firm can be winded up with the consent of all the Partners subject to the provisions of Indian Partnership Act, 1932.

IN WITNESS WHEREOF the parties have hereto has hereunto put their respective hands on the day, month and year first above written.

SIGNED EALED & DELIVERED

At Kolkata in the presence of WITNESSES:

1. Pranay Kr. Samanta 1159, NSC Bose Road, Kol-103

Signature of First Party

2. Palash Newgy 1159, MSC Boss Road Kol-103 Pavan Agar val
Signature of Second Party

Fraskent

Signature of Third Party

Drafted by

Satarupa Basu

Advocate

Alipore Judge's Court,

Kolkata-700027.

F /1651 /2010.



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Right Hand				9	

NAME BIKASH AGARWAL

SIGNATURE Silver Ban



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NAME PAWAN AGARWAL
SIGNATURE Paran Agarral



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NAME PRASHANT RAT KRIT SIGNATURE POGSKOOT

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NAME

SIGNATURE



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- आधार पहचान का प्रमाण है, नागरिकता का नहीं |
- पहचान का प्रमाण ऑनलाइन ऑधेन्टिकेशन द्वारा प्राप्त करें ।
- यह एक इलेक्ट्रॉनिक प्रक्रिया दारा बना हुआ पत्र है |

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- # This is electronically generated letter.
- = आधार देश भर में मान्य है।
- आधार भविष्य में सरकारी और गैर-सरकारी सेवाओं का लाम उठाने में उपयोगी होगा।
- Adhaar is valid throughout the country .
- Aadhaar will be helpful in availing Government and Non-Government services in future.







Enrolment No.: 1020/61401/30915

Bikash Agarwal
S/O.Rajendra Kumar Agarwal
UPOHAR-THE CONDOVILLE, TOWER-9, FLAT NO-1803
2052 CHAK GARIA Panchasayar Panchasayar Kolkata West Bengal - 700094 9830459894

Signature valid



आपका आधार क्रमांक / Your Aadhaar No. :

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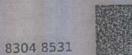
मेरा आधार, मेरी पहचान



भारत सरकार Government of India



Blkash Agarwal Date of Birth/DOB: 30/05/1982 Male/ MALE



2723 8304 8531

भेरा आधार, मेरी पहचान

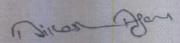
भारतीय विशिष्ट पहचान प्राधिकरण Unique Identification Authority of India

SOO Balendra Kumar Agarwal, UPOHAR-THE CONDOVILLE, TOWER-9, FLAT NO-1803, 2052 CHAK GARIA, Panchasayar, Kolkata, West Bengal - 70094



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भारत सरकार Unique Identification Authority of India Government of India

नामांकन क्रम / Enrollment No.: 1088/23180/01228

To
पवन अग्रवाल
Pawan Agarwal
S/O: Babutal Agarwal
Flat-E 121,4 Sight Model Town Complex 437 Madhya
Balia
Near Khudiram Metro Staton
Garia
Garia
Sonarpur South 24 Parganas
West Bengal 700084
9830680242



आपका आधार क्रमांक / Your Aadhaar No. :

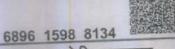
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मेरा आधार, मेरी पहचान



अारत सरकार Government of India

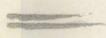
पवन अग्रवाल Pawan Agarwal जन्म तिथि / DOB : 18/02/1981 पुरुष / Male



मेरा आधार, मेरी पहचान

Paran Agor val







स्चना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं ।
- पहचान का प्रमाण ऑनलाइन प्रमाणीकरण द्वारा प्राप्त करें ।

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 का लाभ उठाने में उपयोगी होगा।
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Unique Identification Authority of India

पताः आत्मजः बाबुलाल अग्रवाल, धारानिर्माणः पर्लट-ई 121, 4 साइट मॉडेल टाउन कॉप्लेक्स, सड़क/मार्गागलीः 437 मध्य बलिया, स्थान चिहनः खुदीराम मीट्रो स्तातीं के पास, गांव/करबा/शहरः गरिया, जिलाः साउय 24 परगानास, पोस्ट ऑफिसः गरिया, राज्यः वेस्ट बंगाल, चिन कोड़ः 700084

Address:
S/O: Babulal Agarwal,
House/Bldg JApt.: Flat-E 121, 4
Sight Model Town Complex,
Street/Road/Lane: 437 Madhya
Balia, Landmark: Near Khudiram
Metro Staton, Village/Town/City:
Garia, District: South 24
Parganas, P.O.: Garia, State:
West Bengal, PinCode: 700084

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