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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AC 960168

Certified that the document is admitted to registration. The signature sheet/s and the endorsement sheets attached with this document are the part of this document.

Handwritten notes: 15/06/20, 21/6/20, 329

Additional District Sub-Registrar, Garia South 24 Parganas

**DEED OF PARTNERSHIP**

15 JUN 2020

THIS DEED OF PARTNERSHIP made on this 12<sup>th</sup> day of June, TWO THOUSAND TWENTY (2020).

BETWEEN

RAJWADA REALTECH  
Bikash Agarwal  
PARTNER





पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AC 960167

MR. PARVEEN AGARWAL (PAN AGPPA1802M) (AADHAAR NO. 683800972303), son of Late Rajendra Kumar Agarwal, by Nationality - Indian, by occupation - Business, by religion - Hindu, residing at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Narendrapur, Kolkata - 700084, District - South-24 Parganas, West Bengal, hereinafter referred to as the "FIRST PARTY" of the ONE PART.

AND

MR. BIKASH AGARWAL (PAN AHAPA8484B) (AADHAAR NO. 272383048531), son of Late Rajendra Kumar Agarwal, by Nationality - Indian, by occupation - Business, by religion - Hindu, residing at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Narendrapur, Kolkata - 700084, District - South-24 Parganas, West Bengal, hereinafter referred to as the "SECOND PARTY" of the OTHER PART.

RAJWADA REALTECH

*Bikash Agarwal*

PARTNER



3

**(THE FIRST PARTY AND SECOND 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 "**RAJWADA REALTECH**", having its office 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Narendrapur, Kolkata - 700084, District - South-24 Parganas, West Bengal, on the terms and conditions embodied in the Partnership commenced on and from this day and date of execution of this Deed of Partnership.

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

1. The provisions contained in the Indian Partnership Act for the time being in force shall apply to the Partnership so far the same are not inconsistent with or repugnant to the article herein mentioned.
2. **NAME:** The parties hereto agree to carry on the business hereinafter mentioned in partnership on the terms and conditions herein set out, in the name and style "**RAJWADA REALTECH**", or such other name or names that the partners may mutually agree upon/decide from time to time.
3. **COMMENCEMENT:** The partnership shall commence on and from the 12<sup>th</sup> day of June, **TWO THOUSAND TWENTY**, 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 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Narendrapur, Kolkata - 700084, District - South-24 Parganas, West Bengal, and/or such other place(s) as the partners may decide hereafter from time to time.
5. **BUSINESS:** The parties hereto shall carry on the following business in co-partnership, the objects of the partnership (hereinafter referred to as the "Firm") :

**RAJWADA REALTECH**

*Bikash Agarwal*

**PARTNER**

- 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. 50,000/- (Rupees Fifty Thousand only). This value/amount shall be treated as capital introduction (partnership capital) by the parties hereto, and shall be contributed by all parties hereto as their respective partnership capital (i.e. First Party and Second Party Rs. 25,000/- each), Provided that the partners may by mutual consent increase the capital by making their respective contributions to the same.
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 a business expenditure of the firm.
8. **SHARES IN PROFITS AND LOSSES:** The net profits and/or losses of the "Firm" as arrived at after adjustment of salary, bonus, commission and interest to the partners, shall be determined as hereinafter mentioned, and shall be shared by the Partners hereto in the following proportions:
- |   |   |     |   |
|---|---|-----|---|
| Party of the First Part (Mr. Parveen Agarwal) | : | 50% | ✓ |
| Party of the Second Part (Mr. Bikash Agarwal) | : | 50% |   |
- The partners shall be entitled to increase or reduce the above profit sharing ratio and may agree to pay remuneration in lieu thereof to a partner or partners. ✓
9. **ACCOUNTS:**
- (A) Proper Books of Accounts in English shall be kept by the Partners and entries made therein of all such matters, transaction and things as are usually written and entered in the Books of Accounts kept by persons engaged in concerns of a similar nature and all such books, together

RAJWADA REALTECH

*Bikash Agarwal*  
PARTNER



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 he shall 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 he shall think fit. The accounting year of the "Firm" shall be from the 1<sup>st</sup> day of April of a year to the 31<sup>st</sup> day of March of the next year.

- (B) 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.
  - (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 be got 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 created to their personal accounts on taking of annual accounts of business of the firm.
11. The Partners shall be entitled to a salary in accordance with Section 40 (b) of the Income Tax Act, 1961 as amended from time to time. The parties hereof shall also be entitled to bonus and commission at a rate as will be mutually determined and fixed by the parties hereof at the close of the year. Besides, the parties

RAJWADA REALTECH

*Bikash Agrawal*  
PARTNER

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 a sum as will mutually be decided by the parties hereof. Any drawings by the parties 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 close 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.

12. **THE POWER OF THE PARTNERS:**

- (A) To execute any documents 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 staff such as Managers, officers, clerks, peons, accountants, salesmen, workers and others, on such salaries and/or wages and other emoluments, as deemed fit.
  - (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 deemed fit;  
AND
  - (G) To do all acts and things required for the business of the "Firm" ✓
13. 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

RAJWADA REALTECH

*Bikash Agarwal*

PARTNER



Part shall have an additional vote for the purpose of deciding the matter. Such decisions shall be binding on all partners.

14. **OPENING AND OPERATION OF BANK ACCOUNT:** The partners shall open in the name of the firm one or more accounts either current, saving 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 one of the both Partners.

15. **DUTIES OF PARTNERS:**

- (A) Each of the Partners hereto, subject to what is herein otherwise provided, shall:
- (a) 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 remuneration by way of salary, commission, allowance, perquisites and reimbursement of expenses incurred, as may be mutually agreed between and by the Partners hereto from time to time.
  - (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 wilful 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 liabilities 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

RAJWADA REALTECH

*Bilash Agarwal*  
PARTNER

of the "Firm" or handover the same to its authorised representative.

(B) Subject to what is herein otherwise provided, any Partner hereto shall not, without the consent of the other Partners or without a Power of Attorney of a Partner in favour of other partner/partners in writing :

- (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.

RAJWADA REALTECH  
*Bikash Agarwal*  
PARTNER



16. **RETIREMENT OF PARTNER:** If any of the Partners desires to resign/retire from the "Firm", he shall have to give/provide to the others 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(s), 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.
17. **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 close of the accounting year in which death takes place. However, in the meantime, the surviving Partners may make such part payments as decided by the majority of surviving Partners. In case there is any amount 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 close of the accounting year in which death takes place.
18. **REMOVAL OF PARTNER:**
- (a) 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.

RAJWADA REALTECH

Bikash Agarwal  
PARTNER



19. **ADMISSION OF NEW PARTNER:** No Person or Body Corporate may be introduced as a new Partner without approval/consent of both Partners.
20. **HANDING OVER OF DOCUMENTS ON RETIREMENT OR DEATH OF PARTNER:** In the event of retirement or death of a partner all debts, documents, drafts of deeds or documents and all such papers belonging to the firm or to the clients or customers thereof or customers thereof which may have been in the custody of the partner on account of the firm's, shall remain in the hands of or be made over to the continuing or the surviving partners.
21. **NOTICE:** All notices required to be given either to partner/s 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.
22. 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.
23. 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.
24. In all other respects not herein specifically mentioned in the partnership, shall be governed under the Indian Partnership Act, 1932.
25. The terms and conditions hereinabove may be varied, changed, modified, altered, deleted, and/or added by mutual consent of

RAJWADA REALTECH  
Rikash Agarwal  
PARTNER



the Partners, which may be expressed in writing or implied from conduct of the Partners.

26. **WINDING UP:** Firm can wind up with the consent of all the Partners subject to the provisions of Indian Partnership Act, 1932.

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

**SIGNED SEALED & DELIVERED**

At Kolkata in the presence of

**WITNESSES :**

1. *Angana Pal*  
1159, NSE Bose Road  
Harandrapur, KOL-103

*[Signature]*  
\_\_\_\_\_  
Signature of First Party

2. *Wardh Ranveer Mondal*  
1159, NSE Bose Road, Harandrapur  
KOL - 103

*[Signature]*  
\_\_\_\_\_  
Signature of Second Party

Drafted by

*[Signature]*

Advocate

*Alpana Jyoti Choudhary*  
Bhikha - 700027  
F/1846/2012

RAJWADA REALTECH

*Bitash Agarwal*  
PARTNER





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Left Hand					
Right Hand					

NAME PARVEEN AGARWAL

SIGNATURE



	Thumb Finger	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

NAME SIKASH AGARWAL

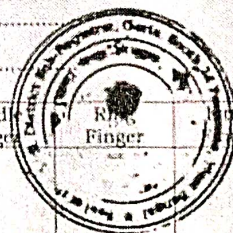
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NAME .....

SIGNATURE .....

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Right Hand					



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SIGNATURE .....

RAJWADA REALTECH












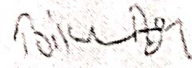


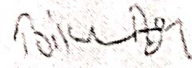


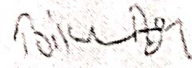
PARTNER



### Major Information of the Dood

Deed No :	IV-1629-00308/2020	Date of Registration	15/06/2020
Query No / Year	1629-3000624329/2020	Office where deed is registered	
Query Date	12/06/2020 2:57:36 PM	1629-3000624329/2020	
Applicant Name, Address & Other Details	Wasim Parvez Monda Ukhla Thana Sonarpur District South 24-Parganas, WEST BENGAL, PIN - 700103. Mobile No 6291313393, Status Solicitor firm		
Transaction	Additional Transaction		
[4201] Partnersip, Partnership			
Set Forth value	Market Value		
Stampduty Paid(SD)	Registration Fee Paid		
Rs 100/- (Article 46A)	Rs 71/- (Article E)		
Remarks			

#### Partner Details :

Sl No	Name,Address,Photo,Finger print and Signature															
1	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Name</th> <th style="width: 15%;">Photo</th> <th style="width: 15%;">Finger Print</th> <th style="width: 40%;">Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Mr Parveen Agarwal</b>                      Son of Late Rajendra Kumar Agarwal                      Executed by: Self, Date of Execution: 15/06/2020                      , Admitted by: Self, Date of Admission: 15/06/2020 ,Place : Office                 </td> <td style="text-align: center;"></td> <td style="text-align: center;"></td> <td style="text-align: center;"></td> </tr> <tr> <td style="text-align: center;"><small>15/06/2020</small></td> <td style="text-align: center;"><small>L.F</small></td> <td style="text-align: center;"><small>15/06/2020</small></td> <td style="text-align: center;"><small>15/06/2020</small></td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	<b>Mr Parveen Agarwal</b> Son of Late Rajendra Kumar Agarwal Executed by: Self, Date of Execution: 15/06/2020 , Admitted by: Self, Date of Admission: 15/06/2020 ,Place : Office				<small>15/06/2020</small>	<small>L.F</small>	<small>15/06/2020</small>	<small>15/06/2020</small>			
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	26, Mahamaya Mandir Road Mahamayatala Now PS Naren, P.O:- Garia, P.S:- Sonarpur, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700064 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AGPPA1802M, Aadhaar No: 68xxxxxxxx2303, Status :Individual, Executed by: Self, Date of Execution: 15/06/2020 , Admitted by: Self, Date of Admission: 15/06/2020 ,Place : Office															
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<small>15/06/2020</small>	<small>L.F</small>	<small>15/06/2020</small>	<small>15/06/2020</small>													




15/06/2020 Query No - 16293000624329 / 2020 Deed No - IV - 162900308 / 2020, Document is digitally signed

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**RAJWADA REALTECH**  
*Bikash Agarwal*  
**PARTNER**

26, Mahamaya Mandir Road Mahamayatala Now PS Naren, P.O:- Garia, P.S:- Sonarpur, Kolkata,  
District:-South 24-Parganas, West Bengal, India, PIN - 700084 Sex: Male, By Caste: Hindu,  
Occupation: Business, Citizen of: India, PAN No.:: AHAPA8484B, Aadhaar No: 27xxxxxxxx8531,  
Status :Individual, Executed by: Self, Date of Execution: 15/06/2020  
Admitted by: Self, Date of Admissiott: 15/06/2020 ,Place : Office

Identifier Details :

Name	Photo	Finger Print	Signature
<b>Mr Wasim Parvez Mondal</b> Son of Mr. Alauddin Mondal Ukhla Now PS Narendrapur P.O:- Narendrapur P.S - Sonarpur, Kolkata, District South 24-Parganas, West Bengal India PIN - 700103			
	15/06/2020	15/06/2020	15/06/2020

Identifier Of Mr Parveen Agarwal, Mr Bikash Agarwal



Endorsement For Deed Number : IV - 162900306 / 2020

On 15-06-2020

**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number 46A of Indian Stamp Act 1899

**Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)**

Presented for registration at 11 39 hrs on 15-06-2020, at the Office of the A.D.S.R. GARIA by Mr. Bikash Agarwal, one of the Executants

**Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 )**

Execution is admitted on 15/06/2020 by 1. Mr Parveen Agarwal, Son of Late Rajendra Kumar Agarwal, 26, Mahamaya Mandir Road Mahamayatala Now PS Naren, P.O. Garia, Thana Sonarpur, City/Town KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Business. 2. Mr Bikash Agarwal, Son of Late Rajendra Kumar Agarwal, 26, Mahamaya Mandir Road Mahamayatala Now PS Naren, P.O. Garia, Thana Sonarpur, City/Town KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Business

Identified by Mr Wasim Parvez Mondal, Son of Mr Alauddin Mondal, Ukhila Now PS Narendrapur, P.O. Narendrapur, Thana Sonarpur, City/Town KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700103, by caste Muslim, by profession Service

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 7/- ( E = Rs 7/- ) and Registration Fees paid by Cash Rs 7/-

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 100/- and Stamp Duty paid by Stamp Rs 100/-  
Description of Stamp

1 Stamp Type: Impressed, Serial no 188, Amount Rs 100/-, Date of Purchase: 11/06/2020, Vendor name: Tapas Haider



Debasish Dhar  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. GARIA  
South 24-Parganas, West Bengal

RAJWADA REALTECH

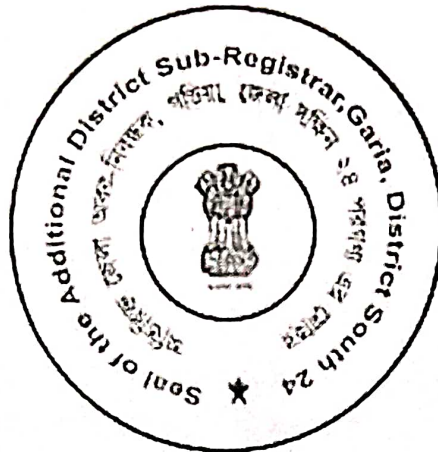
Bikash Agarwal  
PARTNER

Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV

Volume number 1629-2020, Page from 6460 to 6482

being No 162900306 for the year 2020.



Digitally signed by DEBASISH DHAR  
Date: 2020.06.18 14:58:37 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 2020/06/18 02:58:37 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. GARIA  
West Bengal.

(This document is digitally signed.)

RAJWADA REALTECH

Bitash Aggarwal  
PARTNER