

## INDIA NON JUDICIAL



# **Government of Uttar Pradesh**

### e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

**Property Description** 

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-UP48716405085934X

21-Jul-2025 12:56 PM

NEWIMPACC (SV)/ up14163504/ VARANASI SADAR/ UP-VNS

SUBIN-UPUP1416350495084547222140X

CHANDRASHEKHAR YADAV SO RAMSHARAN YADAV

Article 46 Patnership

Not Applicable

CHANDRASHEKHAR YADAV SO RAMSHARAN YADAV

GOPAL KRISHAN TRIPATHI SO RAM CHANDRA TRIPATHI

CHANDRASHEKHAR YADAV SO RAMSHARAN YADAV

750

(Seven Hundred And Fifty only)

Serial No... Name - R.K. Srivastava CC Code: UP 14163904 Accadd.- Tehsil Sadar Varanasi Licence No. 106/163/188 Signature.....





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   In case of any discrepancy please inform the Competent Authority.

## AGREEMENT OF PARTNERSHIP

THIS Agreement of PARTNERSHIP made at Varanasi on the 21st Day of July, 2025.

#### BETWEEN

- Chandrashekhar Yadav S/o Ramsharan Yadav, residing at, Kotisa, Bikarampur, Ghazipur, UP (233307) India which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the FIRST PARTY,
- Gopal Krishan Tripathi S/o Ram Chandra Tripathi, residing at, Barewan, Bharehata, Mirzapur, UP (231304) India which expression shall, unless it be repugnant to the subject or context thereof, include their legal heirs, successors, nominees and permitted assignees and hereinafter called the SECOND PARTY,

(ALL THE FIRST & SECOND PARTY SHALL BE COLLECTIVELY REFERRED TO AS PARTNERS)

NOW The First & Second party are interested in forming a Partnership under the Partnership Act 1932 and that they intends to write down the terms and conditions of the said formation.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

### NAME OF FIRM:

1. A Partnership shall be carried on in the name and style of M/S REAL DEVELOPMENT INDIA & CO and hereinafter called as REAL DEVELOPMENT INDIA & CO

### REGISTERED OFFICE:

2. The M/S REAL DEVELOPMENT INDIA & CO shall have its registered office at Kotisa, Bikarampur, Ghazipur, UP (233307) India and or at such other place or places, as shall be agreed to by the majority of the partners from time to time.



### CAPITAL OF FIRM:

3. The Contribution of the M/S REAL DEVELOPMENT INDIA & CO shall be Rs 50,000 (Fifty thousand only) which shall be contributed by the partners in the following proportions.

Name of designated partner	Designation	Contribution (Percentage)	Contribution (Amount)
Chandrashekhar Yadav (FIRST PARTY)	Partner	50.00%	25,000.00/- (Twenty Five Thousands Only)
Gopal Krishan Tripathi (SECOND PARTY)	Partner	50.00%	25,000.00/- (Twenty Five Thousands Only)

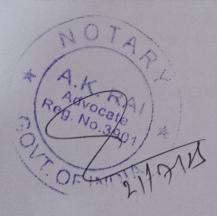
The further Contribution if any required by the M/S REAL DEVELOPMENT INDIA & CO shall be brought by the partners in agreed ratio by majority of partners.

4. The M/S REAL DEVELOPMENT INDIA & CO shall have a common seal to be affixed on documents as defined by partners under the signature of any of the Partners.

### **PROFIT SHARING RATIO:**

5. All the Partners of the **M/S REAL DEVELOPMENT INDIA & CO** are entitled to share profit and losses in the following manner

Name	Designation	Share in Profit/Loss
Chandrashekhar Yadav (FIRST PARTY)	Partner	50.00%
Gopal Krishan Tripathi (SECOND PARTY)	Partner	50.00%



# The Business Objects of the M/S REAL DEVELOPMENT INDIA & CO shall be;

 To carry on the business of buying / selling Herbal Products, reselling, importing, exporting, transporting, storing, developing, promoting, marketing or supplying, trading, dealing in any manner whatsoever in all type of goods on retail as well as on wholesale basis in India or elsewhere.

## INTEREST ON CAPITAL/LOAN:

- 6. Simple interest at rate of 12% per annum shall be payable/chargeable by the firm on agreed of net amounts, for the time being standing to credit or lying to the debit of capital and/or current or loan account or any other account (by whatever name called) of the partner in the together with the proportionate amount attributable to the partners in the reserve if any of the partnership.
- 7. It is hereby agreed by between such sum as may be invested hereto that all parties to this deed will be working partners and shall devote their time and attention and actively participates in conducting affairs of business of firms from time to time,

That the working partner shall be paid remuneration for there services as under;

First Party Rs. 18,000/-(Per Month)

Second Party Rs. 18,000/-(Per Month)

### **Admission of New Partners:**

- 8. No Person may be introduced as a new partner without the consent of all the existing partners. Such incoming partner shall give his prior consent to act as Partner of the M/S REAL DEVELOPMENT INDIA & CO.
- 9. The Contribution of the partner may be tangible, intangible, Moveable or immoveable property and the incoming partner shall bring minimum contribution as calculated from time to time.
- 10. The Profit sharing ratio of the incoming partner will be decided with the consent of all the existing partners.

### **Rights of Partner:**

- 11. The partners hereto shall have the rights, title and interest in their respective branch assets and properties of the said M/S REAL DEVELOPMENT INDIA & CO in the proportion of their Contribution.
- 12. Every partner has a right to have access to and to inspect and copy any books of the M/S REAL DEVELOPMENT INDIA & CO.

- 13. Each of the parties hereto shall be entitled to carry on their own, separate and independent business as hitherto they might be doing or they may hereafter do as they deem fit and proper and other partners and the M/S REAL DEVELOPMENT INDIA & CO shall have no objection thereto provided that the said partner has intimated the said fact to the M/S REAL DEVELOPMENT INDIA & CO before the start of the independent business and moreover he shall not uses the name of the M/S REAL DEVELOPMENT INDIA & CO to carry on the said business.
- 14. M/S REAL DEVELOPMENT INDIA & CO shall have perpetual succession, death, retirement or insolvency of any partner shall not dissolve the M/S REAL DEVELOPMENT INDIA & CO.
- 15. On retirement of a partner, the retiring partner shall be entitled to full payment in respect of all his rights, title and interest in the partner as herein provided. However, upon insolvency of a partner his or her rights, title and interest in the M/S REAL DEVELOPMENT INDIA & CO shall come to an end. Upon the death of any of the partners herein any one of his or her heirs will be admitted as a partner of the M/S REAL DEVELOPMENT INDIA & CO in place of such deceased partner. The heirs, executors and administrators of such deceased partners shall be entitled to and shall be paid the full payment in respect of the right, title and interest of such deceased partner.
- 16. On the death of any partner, if his or her heir opts not to become the partner, the surviving partners shall have the option to purchase the contribution of the deceased partner in the M/S REAL DEVELOPMENT INDIA & CO.

## **Duties of Partners:**

- 17. Every partner shall account to the partnership for any benefit derived by him without the consent of the partnership from any transaction concerning the partnership, or from any use by him of the property, name or any business connection of the partnership.
- 18. Every partner shall indemnify the partnership and the other existing partner for any loss caused to it by his fraud in the conduct of the business of the partnership.
- 19. Each partner shall render true accounts and full information of all things affecting the partnership to any partner or his legal representatives.
- 20. No partner shall without the written consent of the M/S REAL DEVELOPMENT INDIA & CO:-

- I. Employ any money, goods or effects of the M/S REAL DEVELOPMENT INDIA & CO or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the M/S REAL DEVELOPMENT INDIA & CO.
- II. Lend money or give credit on behalf of the M/S REAL DEVELOPMENT INDIA & CO or to have any dealings with any persons, company or firm whom the other partner previously in writing have forbidden it to trust or deal with. Any loss incurred through any breach of provisions shall be made good with the M/S REAL DEVELOPMENT INDIA & CO by the partner incurring the same.
- III. Enter into any bond or becomes surety or security with or for any person or do knowingly cause or suffer to be done anything whereby the M/S REAL DEVELOPMENT INDIA & CO property or any part thereof may be seized.
- IV. Assign, mortgage or charge his or her share" in the M/S REAL DEVELOPMENT INDIA & CO or any asset or property thereof or make any other person a partner therein.
- V. Compromise or compound or (except upon payment in full) release or discharge any debt due to the M/S REAL DEVELOPMENT INDIA & CO except upon the written consent given by the other partner.

### Meeting:

- 21. All the matters related to the M/S REAL DEVELOPMENT INDIA & CO as mentioned in schedule II to this agreement shall be decided by a resolution passed by a majority in number of the partners, and for this purpose, each partner shall have one vote.
- 22. The meeting of the Partners may be called by sending 15 days prior notice to all the partners at their residential address or by mail at the Email its provided by the individual Partners in written to the M/S REAL DEVELOPMENT INDIA & CO. In case any partner is a foreign resident the meeting may be conducted by serving 15 days prior notice through email. Provided the meeting be called at shorter notice, if majority of the partners agrees in writing to the same either before or after the meeting.
- 23. The meeting of Partners shall ordinarily be held at the registered office of the M/S REAL DEVELOPMENT INDIA & CO or at any other place as per the convenience of partners.
- 24. With the written Consent of all the partners, a meeting of the Partners may be conducted through Teleconferencing.
- 25. Every partnership shall ensure that decisions taken by it are recorded in the minutes within thirty days of taking such decisions and are kept and maintained at the registered office of the M/S REAL DEVELOPMENT INDIA & CO.

26. Each partner shall--

- I. Punctually pay and discharge the separate debts and engagement and indemnify the other partners and the M/S REAL DEVELOPMENT INDIA & CO assets against the same and all proceedings, costs, claims and demands in respect thereof.
- II. Each of the partners shall give time and attention as may be required for the fulfillment of the objectives of the M/S REAL DEVELOPMENT INDIA & CO business and they all shall be the working partners.

## **Duties of Designated Partner:**

- 27. The Partners shall be responsible for the doing of all acts, matters and things as are required to be done by the partnership in respect of compliance of the provisions of this Act including filing of any document, return, statement and the like report pursuant to the provisions of Partnership Act, 1932.
- 28. The Designated Partners shall be responsible for the doing of all acts arising out of this agreement.
- 29. The M/S REAL DEVELOPMENT INDIA & CO shall pay such remuneration to the Designated Partner as may be decided by the majority of the Partners, for rendering his services as such.
- 30. The M/S REAL DEVELOPMENT INDIA & CO shall indemnify and defend its partners and other officers from and against any and all liability in connection with claims, actions and proceedings (regardless of the outcome), judgment, loss or settlement thereof, whether civil or criminal, arising out of or resulting from their respective performances as partners and officers of the M/S REAL DEVELOPMENT INDIA & CO, except for the gross negligence or willful misconduct of the partner or officer seeking indemnification.

## **Cessation of existing Partners:**

- 31. Partner may cease to be partner of the M/S REAL DEVELOPMENT INDIA & CO by giving a notice in writing of not less than thirty days to the other partners of his intention to resign as partner.
- 32. No majority of Partners can expel any partner except in the situation where any partner has been found guilty of carrying of activity/business of M/S REAL DEVELOPMENT INDIA & CO with fraudulent purpose.

33. The M/S REAL DEVELOPMENT INDIA & CO can be wounded up with the consent of all the partners subject to the provisions of Partnership Act 1932.

## Extent of Liability of M/S REAL DEVELOPMENT INDIA & CO:

- 34. M/S REAL DEVELOPMENT INDIA & CO is not bound by anything done by a partner in dealing with a person if—
  - I. the partner in fact has no authority to act for the M/S REAL DEVELOPMENT INDIA & CO in doing a particular act; and
  - II. the person knows that he has no authority or does not know or believe him to be a partner of the M/S REAL DEVELOPMENT INDIA & CO.

## Miscellaneous Provisions:

- 35. The partnership shall indemnify each partner in respect of payments made and personal liabilities incurred by him—
  - I. in the ordinary and proper conduct of the business of the partnership; or
  - II. in or about anything necessarily done for the preservation of the business or property of the partnership.
- 36. The books of accounts of the firm shall be kept at the registered office of the M/S REAL DEVELOPMENT INDIA & CO for the reference of all the partners.
- 37. The accounting year of the M/S REAL DEVELOPMENT INDIA & CO shall be from 1st April of the year to 31st March of subsequent year. The first accounting year shall be from the date of commencement of this M/S REAL DEVELOPMENT INDIA & CO till 31st March of the subsequent year.
- 38. All the parties to this agreement nominates their next natural/Legal heir as follows:-

Particular Chandrashekhar Yadav Gopal Krishan Tripathi	Nominee	Relation	
	Suman Yadav	Spouse	
		Mother	
Gopai Kristian Tripadin	7.11.11		

For operations from any other port: equal of participating partner's next natural heir. **Banking:** 

39. It is expressly agreed that the bank account of the M/S REAL DEVELOPMENT INDIA & CO shall be operated by the all Two parties or severally.

- 40. All disputes between the partners or between the Partner and the DEVELOPMENT INDIA & CO arising out of the partnership agreement which cannot be resolved in terms of this agreement shall be referred for arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996).
- 41. IN WITNESS WHEREOF the parties have put their respective hands the day and year first hereinabove written

Signed and delivered by the

For and on behalf of REAL DEVELOPMENT INDIA & CO

Chandrashekhar Yadav

Gopal Krishan Tripathi

Partner Sirving Spot P

Witness:

Signature: - PARCH AJUIS

Name: foncer folula Address: atal 321 Mary

Signature:-