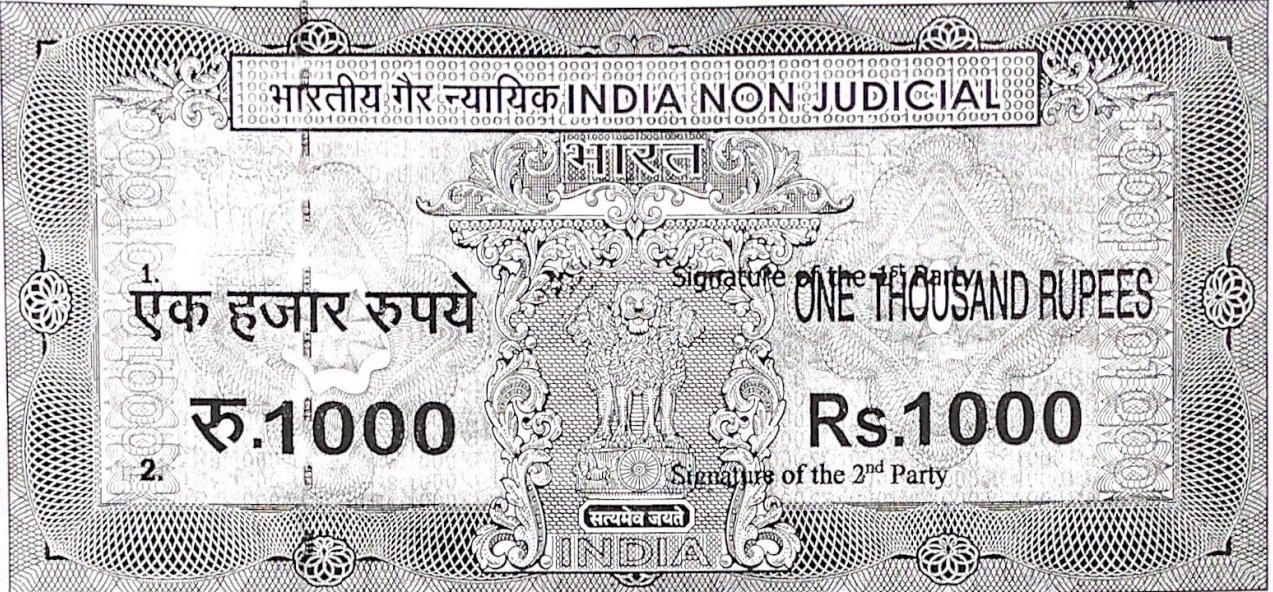


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Admissible under Act XVI of 1908 Correctly  
Stamped (or exempted from stamp duty)  
under the Indian Stamp Act, 1899 (Act II of  
1899) (Assam Amendment) Act 2004 Schedule  
No. Fee Paid

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IV  
Sr. Sub-Registrar  
Kamrup Metro., Guwahati  
30.9.2022

**DEED OF PARTNERSHIP FIRM**

THIS DEED OF PARTNERSHIP IS MADE ON THIS 29<sup>th</sup> DAY OF  
SEPTEMBER, 2022 AT GUWAHATI

-AMONGST-

We, (1) YASHI AGARWALLA, Wife of - Rajat Khemka,  
resident of - House No. 22 , Gayatri Kunj Mohalla Madhab Dev  
Pur, B.K. Kakoti Road, Rehabari, Guwahati- 781008, Dist-  
Kamrup(M), Assam, Hereinafter called the FIRST PARTY or the  
party of the FIRST PART.

-AND-

JA-KA PROMOTERS & DEVELOPERS

Authorized Signatory

JA-KA PROMOTERS & DEVELOPERS

JA-KA PROMOTERS & DEVELOPERS

(YASHI AGARWALLA) Partner

OTERS & DEVELOPERS



Presented for registration

at ..... A. M. (or P.M.)

on the 29 day of 9.2022

in the Guwahati Sub-Registrar's

office (or elsewhere) by

executant (claimants)

Sr. Sub-Registrar

Kamrup (Metro) Guwahati

30.9.2022

SWAH MD MANIRUZ ZAMAN

STAMP VENDOR

23 SEP 2022

DARRANG : MANGALDAI

14097

JA-KA PROMOTERS & DEVELOPERS

(YASHI AGARWALLA)

Execution is admitted by

① YASHI AGARWALLA

② Kapilesh Jain

③ Narendra Kr, Khemk

Identified by

Son of :

Village :

P.S. :

Profession :

Raj. Lax Mahato

234

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Sr. Sub-Registrar

Kamrup Metro Guwahati

30.9.2022

JA-KA PROMOTERS & DEVELOPERS

YASHI AGARWALLA

(YASHI AGARWALLA)

JA-KA PROMOTERS & DEVELOPERS

Kapilesh Jain

(Kapilesh Jain)

(Kapilesh Jain)

(Kapilesh Jain)

(Kapilesh Jain)

(Kapilesh Jain)

(Kapilesh Jain)

(Kapilesh Jain)

(Kapilesh Jain)

Identified By

Rajkumar Mahato

Rajkumar Mahato

Advocate

Gauhati High Court

Enrol No. 375/2010

Date: 29/9/2022

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2) **KAPISH JAIN**, S/O- Mr. Sanjay Kumar Jain by profession – business, resident of – ward No.4, Palashbari , P.O.- Palashbari, Kamrup, PIN-781128, Assam, herein after called the **SECOND PARTY** or the party of the **SECOND PART**.

-AND-

3) **NARENDRA KUMAR KHEMKA**, S/O- Late Naurang Rai Khemka, resident of – Golden Enclave, Narayan Nagar, Kanaklata Path , Guwahati- 781009 , in the district of Kamrup (M), Assam herein after called the **THIRD PARTY** or the party of the **THIRD PART**.

WHEREAS, the above noted three parties to this deed, on mutual agreement have decided to carry on/ run the business of Property Development as well as do construction contract & allied business in the entire NORTH EAST area under the name and style of “**JA-KA PROMOTERS & DEVELOPERS**” having its heads office at 2<sup>nd</sup> Floor, Roosa Hardware, SRCB Road, Fancy Bazar, Guwahati- 781001, in the District of Kamrup (M) , ASSAM .

---AND---

WHEREAS, all the parties above named, in order to avoid the future anomalies, difficulties and also to avoid the misunderstanding amongst themselves, hence all the parties hereto mutually agree to and decide to amongst themselves to lay down the individual shares, capital contributions and various

**JA-KA PROMOTERS & DEVELOPERS**

  
**Authorised Signatory**

**JA-KA PROMOTERS & DEVELOPERS**

Partner

**JA-KA PROMOTERS & DEVELOPERS**

Partner

**JA-KA PROMOTERS & DEVELOPERS**

Partner

Narender Kr. Khemka



terms and conditions under which the said business will be carried on, by executing a formal deed of partnership, in order to maintain mutual relationship amongst themselves.

NOW, THIS DEED OF PARTNERSHIP IS WITNESSED AS UNDER THE FOLLOWING TERMS AND CONDITIONS: -----

**1. NAME & STYLE:**

THAT, the partnership business is and shall be carried on under the name and style of "JA-KA PROMOTERS & DEVELOPERS".

JA-KA PROMOTERS & DEVELOPERS

Partner

*Handwritten signature*

**2. PRINCIPAL PLACE:**

THAT, the principal place of partnership business is and shall be situated at 2<sup>nd</sup> Floor, Roosa Hardware, SRCB Road, Fancy Bazar, Guwahati-781001, in the District of Kamrup (M), ASSAM. But in order to convenience of the parties the present place of business may be shifted to such other place / places and the firm may open branch(es) as the partners agree upon from time to time.

JA-KA PROMOTERS & DEVELOPERS

Partner

*Handwritten signature*

JA-KA PROMOTERS & DEVELOPERS

Partner

*Handwritten signature*

JA-KA PROMOTERS & DEVELOPERS

*Handwritten signature*

Authorised Signatory




### 3. NATURE OF BUSINESS:

THAT, the business of this firm shall be of Property Development as well as do construction contract & allied business or any other business as decided by the partners from time to time, which will be afforded all over the entire NORTH - EAST area specially in the Guwahati City and ordinarily to carry on one of more of the following objects-

- a. To develop land and complete the project by developing, promoting and/or constructing the aforesaid multi-storied buildings/apartments/complex on the property and for that purpose engage architects, surveyors, engineers, masons, skilled workers, labourers etc.
- b. To takeup particular project of developing a mini township / composite block of multistoried buildings in a particular land bringing all the modern facilities such as shops, garden, gym, swimming pool , recreational centre, medical shop etc. within that project by developing, promoting, constructing multi-storeyed buildings /apartments/ complex and for that purpose engage architects, surveyors, engineers, masons, skilled workers, labourers etc.
- c. To secure the boundaries of the land, erect necessary boundary walls, pillars, filing up to the land, store

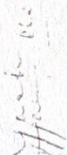
JA-KA PROMOTERS & DEVELOPERS

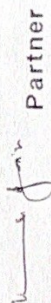
  
Authorised Signatory

JA-KA PROMOTERS & DEVELOPERS

JA-KA PROMOTERS & DEVELOPERS

JA-KA PROMOTERS & DEVELOPERS



 Partner



Partner



materials, affix signboard, construct temporary sheds, godowns, etc.

- d. To appoint engineers, architects, lawyers, accountants, contractors etc, and to do all acts and deeds which are necessarily requires to cause the proper execution of the project.
- e. To obtain no-objection certificate (NOC) from the Gauhati Municipal Corporation and/or Guwahati Metropolitan Development authority for construction of multi-storied building.
- f. To mortgage the lands in favour of any bank or financial institutions and to secure loan/advances from any bank or financial institutions by mortgaging the land.
- g. To carry on discussions negotiations for sale with prospective buyers of flats/units/space/roof, and to enter into agreements with any or all them as and when so required.
- h. To execute and sign all such deeds as shall be required or may be deemed proper for or in relation to all or any of the matter or purpose aforesaid.
- i. To participate in the tender process for construction contract of Govt. As well as public & private sector organization.

JA-KA PROMOTERS & DEVELOPERS

*[Signature]*

Authorised Signatory

JA-KA PROMOTERS & DEVELOPERS

JA-KA PROMOTERS & DEVELOPERS

A PROMOTERS & DEVELOPERS

*[Signature]*

*[Signature]* Partner

*[Signature]* Partner



- j. To carry on such other business, trade as the partners may, from time to time, mutually decides.
- k. To carry any other allied business.

#### 4. COMMENCEMENT AND DURATION:

THAT, the business of the firm shall be commenced with effect from the date of execution of this Partnership Deed and it shall continue for an indefinite period. This partnership business shall continue till it is dissolved in the manner mutually decided by the parties thereof.

JA-KA PROMOTERS & DEVELOPERS

Partner  
Harender

#### 5. CAPITAL AND INTEREST:

THAT, the initial amount of the capital for the partnership business shall be **Unlimited**, which will be contributed by the partners as per ratio of their shares. The profit and loss of the business/ firm shall be divided among all the three partners according to ratio of their shares.

JA-KA PROMOTERS & DEVELOPERS

Partner  
Anir

If any partner contribute more than his share of capital, then he will be provided interest upon the extra investment / capital @12% P.A.

#### 6. REMUNERATION:

THAT, all the partners are entitled to withdraw remuneration from the firm equally. The aggregate of such

4 PROMOTERS & DEVELOPERS

Partner  
Kundan Kr Khoulbe

JA-KA PROMOTERS & DEVELOPERS

Authorised Signatory



remuneration payable of the partners shall not exceed the limit as laid down under the provision of the INCOME TAX ACT, 1961.

## 7. MANAGEMENT:

THAT, the partnership business shall be managed by all the partners or by any of them or their authorised agents faithfully and diligently to the best interest of the firm, in accordance with the policy and decisions taken by them from time to time.

In case of employees, their monthly salaries shall be paid from the firm as decided by the partners mutually. **But the Signing authority in the banks and documents shall be of 2<sup>nd</sup> and 3<sup>rd</sup> Partner ( i.e. KAPISH JAIN and NARENDRA KUMAR KHEMKA)**

JA-KA PROMOTERS & DEVELOPERS

Partner

*Handwritten signature*

JA-KA PROMOTERS & DEVELOPERS

Partner

*Handwritten signature*

## 8. SHARES:

THAT, the net profit / losses of the partnership firm as per accounts maintained by the firm after deducting both expenses relating to the business of the partnership firm as well as the interest payable/ remuneration in accordance with the provisions of this deed. The profit / loss of the firm shall be divided and distributed among the partners as follows-

PROMOTERS & DEVELOPERS

*Handwritten signature*

Partner

JA-KA PROMOTERS & DEVELOPERS

*Handwritten signature*  
Authorised Signatory



Name	Profit	Loss
1. YASHI AGARWALLA	25%	25%
2. KAPISH JAIN	50%	50%
3. Narendra Kumar Khemka,	25%	25%

#### 9. ACCOUNTS AND ACCOUNTING YEARS:

THAT, the accounting year of this firm shall be the FINANCIAL YEAR ending on 31<sup>st</sup> March every year and the necessary usual and proper books of accounts in respect of this Partnership business shall be maintained at the principal place of the firm and the partners jointly shall be entitled to have access to such books of accounts.

JA-KA PROMOTERS & DEVELOPERS

Partner

*Yash Agarwalla*

#### 10. BANK ACCOUNT :

THAT, for further assessment about the development of the firm/join venture project an Account will be opened in a nationalised bank, Private sector Bank or in any other financial institution which will be operated by Partner No. (2) & Partner No. (3) for the time being until decided otherwise by all the partners mutually.

JA-KA PROMOTERS & DEVELOPERS

Partner

*Kapish Jain*

11. REPRESENTATION : That all the partners mutually decided to allow / authorise partners No.2 & 3 to represent the firm in all the future course of act, deeds, works and more particularly to

JA-KA PROMOTERS & DEVELOPERS

Partner

*Narendra K. Khemka*

JA-KA PROMOTERS & DEVELOPERS

*[Signature]*

Authorised Signatory



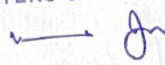
sign in all the agreements/ documents etc. on behalf of all the partners. Further it is also mutually decided partner No. 2 & 3 will represent the firm in all legal forums , Govt. Departments and in any other institution.

## 12. RIGHTS & DUTIES :

- (a) THAT, the said partners shall have right to borrow money and raise loans.
- (b) Right to enter into any agreement with any persons for carrying out the business.
- (c) Right to sign, draw, accept, negotiate, pay or receive any bill of exchange, hundees, promissory note, cheques, order of payment or delivery of money, security of goods and to execute any other documents relating to business for and on behalf of the firm in the usual course of business.
- (d) Right to devote reasonable time and energy for the firm and shall not allow its workers to suffer , but the partners shall be free to carry on the both other business of their own without any hindrance whatsoever.
- (e) Right to act on behalf of the firm generally.

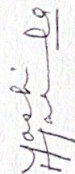
That each partner shall –

JA-KA PROMOTERS & DEVELOPERS

  
Authorised Signatory

JA-KA PROMOTERS & DEVELOPERS

Partner

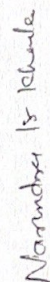


JA-KA PROMOTERS & DEVELOPERS

Partner



A-KA PROMOTERS & DEVELOPERS





- a. Be co-operative and faithful to the other in all Transactions relating to the partnership business.
- b. At all times give just and faithful account of the same also furnishes a full and correct explanation thereof.
- c. Punctually pay his separate debts and indemnify the Firm and the other partners.

That no partners shall without the consent of the others in writing.


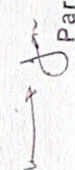
- a. Do similar business in the name and style of this partnership firm which will affect the business of this firm.
- b. Pledge the credit of the partnership except in the ordinary course of the business and upon the account and for the benefit of the partnership.
- c. Enter into any bond or become bailor or surety or security with or for any other person do or suffer anything whereby the partnership property or any part thereof may be seized, attached or taken into execution.
- d. Assign mortgage or change his share in the business or any part thereof to any other person.
- e. Compromise compound except upon full payment or release or discharge any debt or debts due to the partnership business.

**13. AUTHORIZATION :** \_ That all the partners jointly authorised partner No. 2 & 3 to sign in any agreement, documents, papers etc. on behalf of the firm as well as all the : - partners.

JA-KA PROMOTERS & DEVELOPERS

  
Authorised Signatory

JA-KA PROMOTERS & DEVELOPERS JA-KA PROMOTERS & DEVELOPERS JA-KA PROMOTERS & DEVELOPERS

Partner  
  
Partner  
  
Narendra k Chela



#### **14. DISSOLUTION :**

That the partnership business can be dissolved only upon mutual understanding and consent of the partners. If any partner commits breach of the conditions herein stipulated, than his share may be determined by the other partners and in that situation such partner have to leave the partnership business.

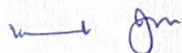
#### **15. DEATH, LUNACY & INSOLVENCY, RETIREMENT:**

THAT any of the partners may retire from the firm by giving at least Three (3) months prior notice to the other partner (s). Such retirements, death, lunacy and insolvency of a partner shall not operate as dissolution of the firm. In case of retirement of any partner his share in the firm will be decided only after the completion of particular project running at his time of retirement.

#### **16. ARBITRATION:**

THAT any disputes, if arises, relating to this partnership business amongst the partners or their representatives, if cannot be settled mutually, the same shall be governed as per provision of the **ARBITRATION ACT.**

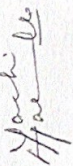
JA-KA PROMOTERS & DEVELOPERS

  
Authorised Signatory

PROMOTERS & DEVELOPERS

Narinder Singh

JA-KA PROMOTERS & DEVELOPERS



Partner

JA-KA PROMOTERS & DEVELOPERS



Partner



**17. JURISDICTION:**

THAT, jurisdiction for all civil / criminal disputes relating to this Partnership business between the partners inter so or the firm or their representatives shall be the district headquarter of Kamrup (Metro) District, Assam.

**18. PARTNERSHIP ACT TO APPLY :**

THAT, it is hereby provided that if any of the terms and conditions of this partnership deed is repugnant or derogatory to the provisions of the INDIAN PARTNERSHIP ACT, 1932 shall always be apply.

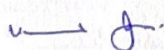
**19. POWER TO VARY TERMS:**

THAT, any of the terms and conditions of this Partnership Deed can be altered / modified/ added / cancelled at any time with the mutual consent of all the parties either expressed in writing or implied from the conduct.

**20. REPUGNANT CONDITION:**

THAT, if any terms and conditions of this deed is repugnant/derogatory to the provisions of the INDIAN PARTNERSHIP ACT, 1932, then the provisions of the said ACT shall always prevail.

JA-KA PROMOTERS &amp; DEVELOPERS

  
Authorised Signatory

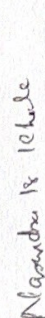
JA-KA PROMOTERS &amp; DEVELOPERS

Partner

JA-KA PROMOTERS &amp; DEVELOPERS

Partner

JA-KA PROMOTERS &amp; DEVELOPERS

  
Partner



IN WITNESSESWHERE OF, we all the three parties hereto have set and subscribed their hands and seals to this deed on the date as shown above to this deed of Partnership.



JA-KA PROMOTERS & DEVELOPERS

*Yashi Agarwalla*

Partner  
YASHI AGARWALLA

YASHI AGARWALLA

SIGNATURES OF THE 1<sup>ST</sup> PARTN

WITNESSES:

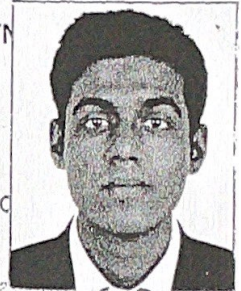
(1) *Kishor Agarwalla*  
Son of - Sri. K. L. Agarwalla  
H.No. 22, Gopalpur Road,  
B. K. Road off Road,  
P. K. Road, Gwalior - 471008.

JA-KA PROMOTERS & DEVELOPERS

*Kapish Jain*

KAPISH JAIN

SIGNATURES OF THE 2<sup>ND</sup> PARTNER



(2) *Devendra Jain*  
Son of - Shri. K. L. Jain  
H.No. 43, S. P. Agarwal Road,  
Shri. Jain, Gwalior - 471009

JA-KA PROMOTERS & DEVELOPERS

Narendra K. Khawla

Partner  
Narendra Kumar Khemka

SIGNATURES OF THE 3<sup>RD</sup> PARTNER



(3) *Shri. Nand Lal Jain*  
Son of - Shri. Nand Lal Jain  
H.No. 43, S. P. Agarwal Road,  
Shri. Jain, Gwalior - 471009.

JA-KA PROMOTERS & DEVELOPERS

*Authorized Signatory*

Authorized Signatory



स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER  
ALNPK3092L

नाम / NAME  
NARENDRA KUMAR KHEMKA

पिता का नाम / FATHER'S NAME  
NAURAJ RAI KHEMKA

जन्म तिथि / DATE OF BIRTH  
07-10-1962

हस्ताक्षर / SIGNATURE

आयकर आयुक्त (सिस्टम), शिलांग  
COMMISSIONER OF INCOME-TAX(SYSTEMS), SHILLONG

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

YASH AGARWALLA

SANDIP AGARWALLA

07/04/1995

Permanent Account Number  
BLUPA4042E

Signature

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

KAPISH JAIN

SANJAY KUMAR JAIN

06/04/1993

Permanent Account Number  
ATYPJ1938R

Signature

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

KAPISH JAIN

SANJAY KUMAR JAIN

06/04/1993

Permanent Account Number  
ATYPJ1938R

Signature

भारत सरकार  
Government of India

Sanjay Kumar Jain

DOB: 15/07/1964

Male

9483 2614 2394

मेरा आधार, मेरी पहचान

Card No. 99006031

Date : 18/09/2016

Name : RAJKUMAR MAHATO

Designation : ADVOCATE

Enrolment No. : 375 of 2010

Date of Enrol : 03/05/2010

Chairman  
Spcl. Committee

JA-KA PROMOTERS & DEVELOPERS

Authorised Signatory





२८५॥

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

## INFORMATION

- Aadhaar is proof of identity, not of citizenship .
- To establish identity, authenticate online .

- आधार देश भर में मान्य है ।
- आधार भविष्य में सरकारी और गैर-सरकारी सेवाओं का लाभ उठाने में उपयोगी होगा ।
- Aadhaar is valid throughout the country .
- Aadhaar will be helpful in availing Government and Non-Government services in future .



राष्ट्रिय प्रशासनिक अकादमी

Address: S/O Late Naurang Rai  
Khemka, Flat No 401  
4TH FLOOR House No 27,  
Golden Enclave, Karakata Path,  
Nayan Nagar Guwahati,  
Bharalumukh, Kamrup Metro,  
Bharalumukh, Assam, 781009

7912 5133 5241



भारत सरकार  
Identification Authority of India  
Government of India

Enrollment No. : 1358/99003/00358

12/11/2016

To  
Narendra Kumar Khemka

S/O Late Naurang Rai Khemka  
Flat No 401 4TH FLOOR House No 27  
Golden Enclave  
Kanaknata Path  
Gurgaon

Bharamkumbh, Guwahati, Kamrup Metro  
Assam - 781009  
9706020000



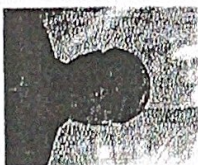
आपका आधार क्रमांक / Your Aadhaar No.:

7912 5133 5241

मेरा आधार, मेरी पहचान



Narendra Kumar Khemka



DOB: 07/10/1962  
Male



7912 5133 5241

JA-KA PROMOTERS DEVELOPERS

Authorised Signatory



