

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.

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Certificate Issued Date

: 11-Jun-2023 12:17 PM

Account Reference

: IMPACC (IV)/ dI788503/ DELHI/ DL-DLH

Unique Doc. Reference

: SUBIN-DL DL

Purchased by

: AGROG

Description of Document

: Article 46 Partnership

Property Description

: Not Applicable

Consideration Price (Rs.)

: 0
(Zero)

First Party

: AGROG

Second Party

: Not Applicable

Stamp Duty Paid By

: AGRO

Stamp Duty Amount(Rs.)

: 200
(Two Hundred only)



NOTARY REGISTER
Entry No. 335A



11 JUN 2023

Please write or type below this line

Answer No-



11 JUN 2023



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

PARTNERSHIP DEED



This Deed of Partnership is executed on the 9th day of June, 2023 by and amongst:-

1. Varun Singh S/O Rishi Kumar Singh R/O RZL-161, Vijay Enclave, Palam Village, South West Delhi, Delhi-110045, India (hereinafter referred to as party of the first party);

AND

2. Ajay Bishnoi S/O Pawan Kumar Bishnoi R/O D-232, D-Block, Shyam Vihar, Phase-1, Dindarpur, Najafgarh, Delhi-110043, India (hereinafter referred to as party of the second party).

WHEREAS the parties above named intend to carry on the business in partnership in the name and style of vide this Deed of Partnership.

AND WHEREAS all the parties referred to above hereby desire that the terms and conditions be reduced in writing to do away any avoidable disputes and misunderstanding that may arise in future.

NOW THEREFORE THIS PARTNERSHIP DEED WITNESSETH AS UNDER :-

1. That the partnership business shall be carried on under the name and style of AGROGRAINZ OVERSEAS.
2. That the partnership firm is carrying on To Carry on the business in India and Abroad of manufacturers, producers, processors, makers Import and export agents, exporter, seller, and to export, sell or otherwise, trade or dealing/distributing Millets based value-added food products, little millets, pearl millets, kodo millets, finger millets(ragi)foxtail millets, millet cookies,

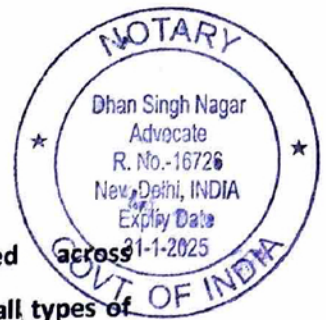
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Varun Singh



Ajay

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millet snacks, and their raw materials, including yet not limited across agricultural produce, soya bean, wheat, rice & rice products, maize, all types of cereals, noodles, dhal, oats, and other items derived from agricultural, farming or relevant activities. To Facilitating the selling of products to countries that desperately needs such goods and expanding the marketplace for goods by producing them on an outsized scale. or any other business as may be decided from time to time mutually by all the partners to this Deed.

3. That Head Office of the partnership firm will be at Plot No 9/50, Left Portion, 3rd Floor (Front Portion) Blk-9, Kirti Nagar, Ind Area, City Delhi-110015, India .The principal place of business may be shifted to such other place or places as the partners may unanimously decide from time to time.
4. That any branch may be opened under any name and style at such place or places as the partners may decide from time to time.
5. That the terms and conditions of the partnership shall be deemed to have been commenced with effect from the 9th day of June, 2023.
6. That the capital required for the partnership shall be contributed by the partners as mutually agreed upon amongst the partners.
7. That the regular books of accounts of the partnership shall be maintained at the place of business which shall be closed on 31st day of March each year and each partner shall have access to and power to have copies of the same. All the transactions entered into by them on behalf of the firm shall be faithfully recorded herein.
8. That at the end of each accounting year, the firm's accounts shall be drawn up and the Profit & Loss Account and the Balance Sheet of the firm prepared and the Profit and/or losses falling to the share of each partner shall be credited or debited to the respective accounts.

[Signature]



ajay

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9. That the Profit and Loss Account and the Balance Sheet shall be duly signed by any two partners and upon signing the same shall be binding and final.

10. That the Profits and Losses as per Profit and Loss Account of the partnership business shall be divided amongst the partners as under.

11. That the net profit of the partnership business after deduction of all expenses relating to the business activities including salaries, and other establishment expense as well as interest and remuneration payable to the working partners in accordance with this deed in partnership shall be divided and distributed amongst the partners on the close of accounting year in a following ratio:

- | | | |
|----|--|-----|
| 1. | Varun Singh
(Party of the First party) | 50% |
| 2. | Ajay Bishnoi
(Party of the Second party) | 50% |

(The loss, if any including loss of capital suffered in any year shall also be apportioned in the above ratio).

12. That the partners bring initially a capital Rs.1,70,000(One Lakh Seventy Thousand Only). Further partners shall contribute capital according to the need of the business as may be mutually agreed.

The both partners are working partners and that the profit and loss of the partnership business shall be divided amongst the partners as under:

- | | | |
|-----------------|----------------------------|-------------|
| A) Varun Singh | (Party of the First party) | 85000 (50%) |
| B) Ajay Bishnoi | (Party of the First party) | 85000 (50%) |

13. That the bank account(s) of the partnership shall be operated by any of the partner to this deed or as may be mutually decided time to time.

Varun Singh



Ajay
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14. No partner, without the written consent of the all the other partners shall do or abet in doing any of the following acts:-

(i) Sell, mortgage, assign or otherwise transfer his share or interest in the partnership business or property.

(ii) Charge, mortgage, hypothecate, assign or otherwise transfer the business, property or rights of this partnership firm.

15. That the partnership is "AT WILL" and can be dissolved at any time with the mutual consent of all the parties to this deed.

16. That all the parties to this deed shall work diligently and faithfully to the common advantages of the firm and shall render true and correct information to each other.

17. That any consent or difference which may arise between the partners or their legal heirs, successors or representatives with regard to the construction, meaning and effect to this deed and/or any part thereof or in respect of the accounts, profits or losses of the business of the said firm or any other matter relating to the firm shall be referred to arbitration under the Indian Arbitration Act, 1940.

18. That the provisions of the Indian Partnership Act, 1932 shall apply as regards matters not expressly provided for hereinbefore in this partnership deed.

19. That any of the above terms, conditions and stipulations may be altered, varied or added to by mutually taking the consent of all the partners in writing.

20. That all business expenses shall be borne by the Partnership Firm.

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21. The powers and duties of the Partners, which shall be exercised at their sole discretion with mutual consent (written/verbal) from partners, shall include but not be limited to the below:

- To convert this partnership Firm in LLP or Pvt. Ltd. or Ltd. Company as and when Partner opts to do so.
- To acquire, purchase, takeover and /or amalgamate business or undertakings of companies or firms which under existing circumstances, from time to time, may conveniently or advantageously be combined with the business of the firm, to amalgamate or merge with companies whose business are so acquired, purchased or taken over and/or to enter into any agreement with the object of acquisition of such undertaking and/or business.

To go into acquisition, purchase, takeover and/or amalgamate of other entities or vice versa as and when Partner opts to do so.

- To sell, mortgage, assign or lease and in any other manner sell with or dispose off the firm or properties of the firm or any part thereof, whether movable or immovable for such consideration as the Partners of the firm may think fit.
- To sell, mortgage, assign, lease or dispose off the properties/assets of the firm (including movable and immovable) to any person, company or other entity at mutually agreed prices by the partners.

22. That the capital required for the business of Partnership shall be contributed time to time by the PARTIES in such manner in all respect as may be agreed to between them. A simple interest @ 12% p.a. shall be payable by the firm to the parties.

23. That any partner may draw salary, remuneration and or commission for working in the partnership firm as agreed upon between the partners.

24. That the books of accounts and other documents belonging to the firm shall be kept at the place of business only and shall at all reasonable times, be open for inspection by any of the parties or his authorized agent.



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25. The written consent of all Partners will be required for the partnership to avail credit facilities from any financial institution.

26. That the matters for which no provisions have been made in this deed may be decided upon by mutual consent of the parties in writing.

27. That unless provided hereinbefore, the provisions of the Indian Partnership Act, 1932 shall apply.

IN WITNESS WHERE OF the parties hereto have set and subscribed their hands on the day, month and year first mentioned above.

WITNESSES :

[Signature]
1. Rishi Kumar
Aadhar no:- 6945 9109 7840
RZL-185, Vijay Enclave,
S.W. Delhi, Delhi 110045

2. Vinay Kumar

Aadhar no
609644976102

RZL-182, Vijay Enclave,
Palam, S.W. Delhi, 110045

EXECUTANTS

Varun Singh *[Signature]*
(Party of the First party)

Ajay Bishnoi *[Signature]*
(Party of the Second Party)

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ATTESTED

[Signature]
NOTARY PUBLIC
NEW DELHI, (INDIA)

11 JUN 2023