

Nabendu Narayan Dutta

NOTARY
GOVT. OF INDIA

Professional Address :

Nivedita Road,
P.O. Pradhan Nagar,
Siliguri-734003
Dist.-Darjeeling (W.B.)
Ph. : 2514713

Serial No. _____ Date : 01.4.22

Notarial Certificate

(Pursuant to Section 8 of the Notaries Act. 1952)

TO ALL TO WHOM THESE PRESENTS shall come I Sri. N. N. DUTTA duly authorised by the Central Government to practice as a NOTARY do hereby verify, authenticate, certify attest us under the execution of the instrument annexed here to collectively signatories and as also by Sri. C. Hausingra Advocate as to the matters contained there in presented before me.

Accordingly to that this is to certify, authenticate and attest that the annexed instrument 'A' is the:

Annexed Partnership Deed
in executed by and in
between the partners of

PRIME FACIE the annexed instrument 'A' appears to be the usual procedure to serve and avail as needs occasions shall or may require for the same.

In faith and testimony where of being required of a Notary, I said notary do hereby subscribe my hand and affix my seal of the office at Siliguri on this the 01st day of April The year of Christ 20 22

The executents is / are identified by me

Chandan Harinik

Advocate

Nabendu Narayan Dutta
01/4/22

NABENDU NARAYAN DUTTA

Notary

Siliguri, Dist. Darjeeling

Nabendu Narayan Dutta
Notary Govt. of India
Siliguri, Darjeeling





পশ্চিমবঙ্গ: পশ্চিম বঙ্গাল WEST BENGAL

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AMMENDED PARTNERSHIP DEED

THIS PARTNERSHIP DEED MADE ON THIS THE 01ST DAY OF
APRIL, 2022.

BETWEEN

1. **KISHAN AGARWAL (IT PAN: ACCPA8134B)** Son of Sri Suresh Kumar Agarwal, by religion Hindu, by occupation business, by nationality Indian, residing at Metro Heights, Sevoke Road, Siliguri, P.O. Sevoke Road & P.S.: Bhaktinagar, Dist. Jalpaiguri, -734001, in the state of West Bengal hereinafter called the **FIRST PARTY** (which expression shall mean and include unless excluded by or repugnant to its context his heirs, successors, representatives administrators or assigns) of the **FIRST PART**

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01/04/22
Nabendu Narayan Dutta
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Siliguri, Darjeeling

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AND

2. **MEGA TRADECOM LLP (IT PAN: ABNFM7977N)** a LLP incorporated under Limited Liability Partnerhsip Act, 2008 Having its registered office at 1st Floor, Metro Heights, Sevoke Road, Siliguri District-Jalpaiguri in the State of West Bengal, represented by one of its designated partner, Mr. Dipak Mundhra son of Bijay Kumar Mundhra, by religion hindu, by occupation buiness, by nationality Indian, residing at Plot No 9, Panchwati Housing Complex, Sevoke Road, Siliguri – 734001 Dist- Jalpaiguri, West Bengal hereinafter called the **SECOND PARTY** (which expression shall mean and include unless excluded by or repugnant to its context his heirs, successors, representatives, administrators or assigns) of the **SECOND PART**

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Siliguri, Darjeeling

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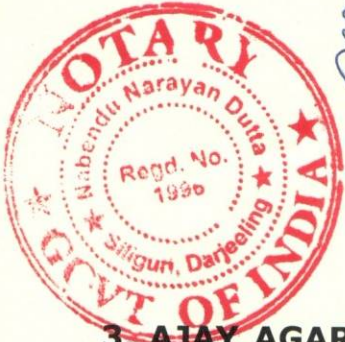
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Ministry of Revenue
Govt. of India
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AND

3. AJAY AGARWAL (IT PAN: AGIPA6181A) Son of Late Gangadhar Agarwal, by religion Hindu, by occupation business, by nationality Indian, residing at Prakash Nagar, Salugara, Siliguri, PO. & P.S.: Bhaktinagar, Dist. Jalpaiguri - 734001, in the state of West Bengal hereinafter called the **THIRD PARTY** (which expression shall mean and include unless excluded by or repugnant to its context his, heirs, successors, representatives administrators or assigns) of the **THIRD PART**

AND

4. NARAYAN PRASAD AGARWAL (IT PAN: ACKPA8811B) Son of Sri Shree Chand Agarwal,, by religion Hindu, by occupation business, by nationality Indian, residing at Uttar Rathkhola, Bhimram, Naksalbari in the district of Darjeeling PIN - 734429, in the state of West Bengal hereinafter called the **FOURTH PARTY**(which expression shall mean and include unless excluded by or repugnant to its context his heirs, successors, representatives administrators or assigns) of the **FOURTH PART**

WHEREAS, the business carried on in the name and under the style of "RADIANT DEVELOPERS" registered via deed of partnership concern dated 25th Day of January, 2019 as amended by the deed of partnership concern dated 1st Day of April, 2020, as further amended by the deed of partnership concern dated 1st Day of November, 2021.

AND WHEREAS the party of the Fourth Part have agreed to admit to and partnership and the parties hereto of the First, Second and Third Part have agreed to it.

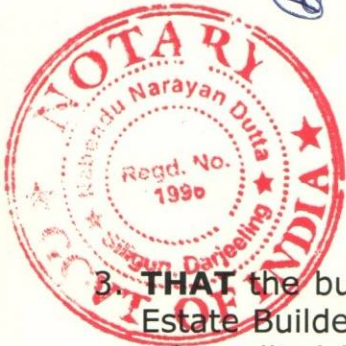
AND WHEREAS, all the parties deemed it expedient to place on record the terms and conditions of the partnership subject to and in accordance with which the affairs of the firm and the mutual relationship between the partners shall be conducted and regulated.

NOW THIS DEED WITNESSETH AS FOLLOWS :-

- 1. THAT** the partnership shall be deemed to have commenced on and from 25th day of January 2019 and/or the date as to be decided by the partners mutually
- 2. THAT** the partnership shall be continued for the period of WILL of the partners and it shall be a partnership at WILL.

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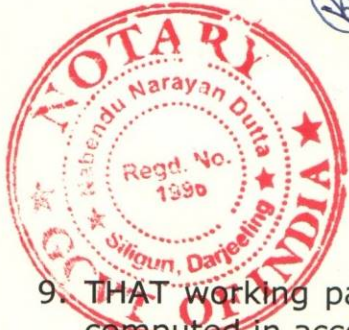


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3. **THAT** the business of partnership shall be to carry on the business of Real Estate Builders & Developers, Buyers, sellers of property of all description & other allied business. The partners by mutual consent may change line of business from time to time. The partnership business shall be carried on under the name and style of **RADIANT DEVELOPERS** having its office at 1st Floor, Metro Heights, 2nd Mile, Sevoke Road, P.O. Sevoke Road, P.S. Bhaktinagar, Siliguri, Dist. Jalpaiguri, The partners may change the name and/or place of business by mutual consent from time to time.
4. **THAT** the capital of partnership business shall be contributed/provided by the partners from time to time as and when required and the capital so contributed/provided by the partners shall bear interest at the maximum rate of 12% p.a. and/or at the rate as to be decided by the partners in view of the provisions of Income Tax Act.
5. **THAT** the amount of interest payable on capital as mentioned in clause 4 above shall be credited to the respective partners capital account at the close of the year and the fact of the credit and/or payment as recorded in the books of accounts of the firm shall be deemed to be the consent of the parties as specified and authorized by this clause of partnership deed.
6. **THAT** in addition to the capital so contributed provided by the partners, the parties hereto this deed of partnership shall be entitled to borrow loans as working capital as well as block capital if required from any individual, firms, companies, Financial institutions such as WBFC, RBI, Exim Bank and/or any other Bank(s) as the case may be, whether secured and/or unsecured with the consent of both the partners on the terms and conditions as decided by them mutually and/pay interest accordingly.
7. **THAT** all transactions done by any of the partners on behalf of the firm before execution of this partnership deed shall be binding on the partnership firm **RADIANT DEVELOPERS**.
8. **THAT** the profit and loss including capital gains or losses shall be divided and borne by the partners in following proportions:-
First Part :- 05%
Second Part :- 45%
Third Part :- 05%
Fourth-Part :- 45%

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Siliguri, Darjeeling



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9. THAT working partner(s) shall be paid salary/remuneration) which shall be computed in accordance with section 40 (b) (v) of the Income Tax Act 1961 and as reproduced below:-

If Book Profit is negative	Rs.1,50,000/-
If Book Profit is positive On first Rs. 3,00,000/- of Book Profit	Rs.1,50,000/- or 90% of Book profit whichever is more.
On the balance of Book Profit	60% of Book Profit

10. THAT the amount of salary and/or remuneration payable to the partner(s) as stipulated in clause 9 above shall be credited to the respective partners capital account at the close of the year and the fact of the credit and/or payment as recorded in the books of accounts of the firm shall be deemed to be the consent of the parties hereto as specified and authorised by this clause of partnership deed.

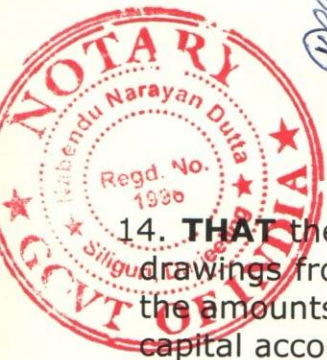
11. THAT bank Accounts of the firm **RADIANT DEVELOPERS** shall be operated under the joint signatures of ANY ONE of Third & Fourth party and any one of the First Party & Second Party. Partners shall be entitled to open new bank accounts as and when required and the same shall also be operated under the joint signatures of ANY ONE of Third & Fourth party and any one of the First Party & Second Party.

12. THAT the First partner shall only be entitled to sign on behalf of the firm in all Agreements, deeds and all other documents and papers in connection with business of the firm.

13. THAT any of the partners to this deed shall be entitled to apply to the appropriate authorities of the Central Govt. and/or the State Govt. as the case may be in respect of licence permits, Quotas for the purpose of the business. And that the signatory partner to this application shall also be entitled to sign all documents, forms, etc. in that connection. Any of the partners shall be entitled to sign all application, returns, appeal petitions, objections and all other papers & documents relating to Income Tax, Sales Tax, Central Excise, Profession Tax, Labour Commissioner office, Provident Fund/ESI Authority, Siliguri Municipal Corporation, Siliguri Jalpaiguri Development Authority, B.L.& L.R.O., Director General of Foreign Trade, Customs authorities, Reserve Bank Of India and all other offices of central or State Govt. and any statutory body.

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Notary Public, Govt. of India
Siliguri, Darjeeling



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14. **THAT** the partners in anticipation of profits shall be allowed to make such drawings from the partnership funds as they may agree from time to time and the amounts so withdrawn by the partners shall be debited to their respective capital accounts.

15. **THAT** the all books of accounts of the partnership business shall be kept at the place of the business and shall not be removed from that, without the consent of all the partners and also they shall be open for inspection in usual working hours by the partners who shall be entitled to take the extracts and copies thereof.

16. **THAT** all the partners shall act for the common benefit of the partnership firm.

17. **THAT** annual accounts of partnership business shall be taken on the 31st day of March each year and the statement of assets & liabilities and profits & losses shall be prepared accordingly.

18. **THAT** each partner shall regularly pay and discharge their separate debts and liabilities and shall indemnify the firm against the same.

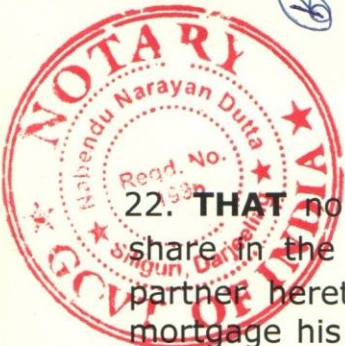
19. **THAT** every partner shall be just and faithful to each other in all transaction relating to the business and shall render a true and fair account of all dealing of the partnership business.

20. **THAT** in case of any partner desirous of retiring from the partnership business it shall be required to give at least one month's notice in writing of its intention to do so. Partners by mutual consent may introduce new partner(s) in the partnership business on such terms and conditions as may be agreed upon.

21. **THAT** each of the partner shall have full authority to institute, prosecute, defend, discontinue, withdraw and compromise any suit or other legal proceedings in any Civil or Criminal Court or before Income-tax, Commercial Tax Authorities or any other office or court and to sign, verify and present any plaint, petition, written statement, return, application for revision or review, memorandum or appeal and any other documents and to file tender agreement, quotation, etc. and to receive, withdraw, demand and recover any money or dues of the firm from any office, court, person corporation, bank, Central and State Government, Society, Railways or any other body or individual and to appoint, empower or remove any legal practitioner and to execute all acts and deeds on behalf of the firm and bind other partners in all matters relating to partnership always in good faith and to keep other partners fully informed about them.

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Notary Govt. of India
Siliguri, Darjeeling



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22. **THAT** no partner shall sale, assign, mortgage or otherwise transfer his share in the partnership to the outsider without the consent of the other partner hereto. In case any, partner desires to sale, assign, transfer or mortgage his share or any part thereof in partnership, it shall first offer the same to the existing partner and if existing partner is not interested in the said assignment, the said transferring partner may then with the consent of the other partner, sale, assign, transfer or mortgage its share in the partnership to the outsiders.

23. **THAT** none of the partners shall be entitled to dissolve the partnership but if it so chooses, it may retire from the partnership by giving one month's notice in writing to the other partner of its intention to do so. In that event, the other continuing partner shall be at liberty to continue the business of the partnership and be also at liberty to admit such other person or persons to the partnership as may be thought fit and proper by it. The retiring party shall execute all such deeds and assurances as may be necessary to clothe the continuing partner to carry out the engagements of the firm.

24. **THAT** the partnership business shall not stand dissolved on the liquidation / insolvency or other incapacity of any party hereto but may be carried on by the surviving or other partner together with the legal representatives or successors in office of the liquidated / insolvent / incapacitated or such out-going partner on the same terms and conditions unless otherwise agreed upon between it and such legal representatives or successors in office.

25. **THAT** in the event of the retirement of any partner or the legal representatives or successors in office not joining the tire as partner in the circumstances mentioned in clause (23) above the retiring partner or the legal representatives or successor in office, as the case may be, shall be entitled to get share of profit up to the date of retirement or date of happening of event by which the party concerned become incapacitated to continue as a partner and the capital contributed by such out-going partner as may appear in the books of the firm on the date of such event, such dues shall be paid within such period and may carry such interest, until repayment, as may be determined mutually by the continuing partner and the retiring partner or such legal representative or successors in office, as the case may be.

26. **THAT** all disputes and differences that may arise between the partners and/ or their representatives or assigns whatsoever concerning partnership, shall be referred to the arbitration of an arbitrator appointed by the partners under the relevant partners under the relevant Act and decision of the arbitrator in that event shall be binding on the Firm and the partners thereof.

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Nabendu Narayan Dutta
Notary Govt. of India
Siliguri, Darjeeling



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27. **THAT** subject to the other clauses of the deed in case of any change in the constitutions of the firm either by way of retirement or dissolution or in any other manner, the goodwill will be valued under mutual consent of the parties hereof.

28. **THAT** the partnership shall be governed by the Indian partnership Act 1932 as amended from time to time with respect to those matters not specifically provided hereinabove.

IN WITNESS WHEREOF THE PARTIES HERE TO HAVE PUT THERE RESPECTIVE HANDS ON THIS PARTNERSHIP DEED IN THE PRESENCE OF THE WITNESSES ON THE DAY, MONTH AND THE YEAR ABOVE METIONED

WITNESSES:-

1- *Rahul Daga*
So Sri G. Daga.
Shyam Vatika.
2nd Mile, Saroke Road
Dist. Jalpaiguri, Siliguri

[Signature]

(FIRST PARTY)

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(SECOND PARTY)

2- *Bijay Anmol Gupta*
So Sri Ram Legan Gupta.
Baghajatin Colony,
P. S. Madhan Nagar,
Dist Darjeeling
Siliguri 734003

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(THIRD PARTY)

[Signature]

(FOURTH PARTY)

[Signature]
Nabendu Narayan Dutta
Notary Govt. of India
Siliguri, Darjeeling