

Om Prakash Gupta
Notary
Govt. of India

* Professional Address
Siliguri Bar Association, Siliguri
Court, Dist. Darjeeling, W.B.
* Chamber Cum Residence
Gupta House, Tinbatti More
Sree Pally, Opp. More Service
Petrol Pump, P.O. Siliguri Bazar-
05, Dist. Jalpaiguri (W.B.)
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E-mail: omp072612@gmail.com

Serial No. 11/09 Dated

NOTARIAL CERTIFICATE

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

TO ALL TO WHOM THESE PRESENTS shall come, I, Sri Om Prakash Gupta, duly authorised by the Government of India to practice as a Notary do hereby verify, authenticate, certify and attest as under the execution of the instrument annexed hereto collectively marked 'A' on its being executed, admitted and identified by the respective signatories and as also by Mr./Mrs./Miss C. M. Ghosh Advocate, as to the matters contained therein, Presented before me.

Accordingly to that this is to certify authenticate and Attest that the annexed Instrument 'A' as is the:

"Deed of Partnership"

PRIMA FACIE the annexed instrument 'A' appears to be usual procedure to serve and avail as needs or occasion shall or may required for the same.

In faith and testimony where of being required of a Notary, I, the said Notary do hereby subscribe my hand and affix my seal of office at Siliguri on this the 02nd day of SEP in the year of Christ 2022



NOTARIAL STAMP

The executentis is/are identified by me :

02 SEP 2022

Chandran K. Ghosh
Advocate

Om Prakash Gupta
Notary Govt. Of India
Siliguri, Darjeeling
Regd. No. 13778
Siliguri, Dist. Darjeeling



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AE 898347



Vinod Kumar Gosh

Crescent Prime Infra

Sayan Dasgupta
Partner

Deed of Partnership

02 SEP 2022

OM PRAKASH GUPTA
Notary Govt. of India
Siliguri, Darjeeling
Regd. No.- 13778

NON JUDICIAL STAMP

Sl. No. 4241 Dated 25 AUG 2021

Name Eastwood

of 312

Value Rs. 100/- (Rupees **One hundred only.**)

Baby Saha
Baby Saha
Govt. Stamp Vendor
Siliguri Court
License No. 172/RM, dated 2/11/2019



Notary Public
Notary Public
Notary Public

[Signature]

Notary Public
Siliguri Court
West Bengal

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भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AB 527752




Vinod Kumar Das

Crescent Prime Infra

Sya. Das Das
Partner

THIS DEED OF PARTNERSHIP IS MADE ON THIS 1ST DAY OF DAY
OF SEPTEMBER, TWO THOUSAND TWENTY TWO

02 SEP 2022


OM PRAKASH GUPTA
Notary Govt. Of India
Siliguri, Darjeeling
Regd. No.- 13778

NON JUDICIAL STAMP

25 AUG 2022

Sl. No. 4245 Dated

Name Eastwood

of S/O

Value Rs. 50/- (Rupees Fifty only)

Baby Saha
Govt. Stamp Vendor
Siliguri Court
License No. 172/RM, dated 24/07/2015



Signature
Date

Signature

THIS DEED OF SUBSTITUTION IS MADE ON THIS 25 DAY OF AUGUST
OF THE YEAR TWO THOUSAND TWENTY TWO

Signature
Date

Vinod Kumar Goyal

Crescent Prime Infra
Sri Ram Lal Agarwal
Partner

BETWEEN

1. **Shri Vinod Kumar Goyal (PAN: ADVPG2501J)**, Son of **Late Nand Kishore Goyal** by caste Hindu, by occupation business, presently residing at Bhanunagar, Siliguri, P.O. Sevoke Road - 734001, P.S. Bhaktinagar, District Jalpaiguri, West Bengal hereinafter referred to as **First Partner of the FIRST PART.**

AND

2. **M/s. Crescent Prime Infra (PAN: AALFC1074H)**, a Partnership Firm, having its office at 1st Floor, Crescent Tower, 2.5 Mile, Sevoke Road, Siliguri, P.O. Siliguri - 734008, P.S. Bhaktinagar, District Jalpaiguri, West Bengal, herein after referred to as **Second Partner of the SECOND PART** (represented by its Partner namely, **SRI SHYAM AGARWAL (PAN: ACRPA8425G)**, S/o. Sri Ram Lal Agarwal, Hindu by faith, Businessman by occupation, Resident of Basant Vihar, Don Bosco Road, Sevoke Road, Siliguri - 734001, District Jalpaiguri, West Bengal)


(The expression the parties hereto of the **FIRST PART**, and the **SECOND PART**, shall unless excluded by or repugnant to the context be deemed to mean and include his / its respective heirs, executors, administrators, legal representative and assigns)

WHEREAS the above named First Party **SRI VINOD KUMAR GOYAL** is the owner & is in legal possession of land measuring **83 Katha 2 Chattak**, situated in R. S. Plot Nos. 25 (P) and 25/85, L.R. Plot No. 357 & 453 corresponding to R. S. Khatian No. 634, L.R. Khatian No. 880 of Mouza - Dabgram, R. S. & L.R. Sheet No. 4, J. L. No. 2, Pargana - Baikunthapur, P.S. Bhaktinagar, District Jalpaiguri, West Bengal.

WHEREAS all the Parties intend to carry on the business of Real Estate Developers, Development of Land, Construction Services like Construction of Buildings, Flats etc. Plotting and such allied & ancillary services & thereby related to sale, transfer, lease, renting, disposal, supply, exchange, relinquishment etc or any mode and in such other business, partners may deem think fit, under the trade name & style "**EASTWOOD**" in partnership basis and agree to become partners thereof on the terms appearing hereinafter.

AND

02 SEP 2022


OM PRAKASH GUPTA
Notary Govt. Of India
Siliguri, Darjeeling
Regd No.- 13778

Vinod Kumar (cos)

Crescent Prime Infra

S. Ban. Agarwal
Partner

WHEREAS in order to increase the achieve the objects of above mentioned business concern the parties hereto above have unanimously decided to form a partnership firm under the trade name & style "EASTWOOD" having its principal place of business at 2nd Floor, Galaxy House, Near P.C. Mittal Bus Stand, 2.5 Mile, Sevoke Road, Siliguri, P.O. Siliguri - 734001, P.S. Bhaktinagar, District Jalpaiguri, West Bengal.

AND

WHEREAS in order to avoid any future dispute, dissension and difference involving the matter in issue between themselves in any way or at all, the parties do feel from the coreof their minds and have decided to enter into a written Deed of Partnership.

AND

WHEREAS the parties now deem it proper to record all the terms and conditions in regard to their working in partnership with effect from 1st day of September, 2022 be recorded in writing by mean of fresh "DEED OF PARTNERSHIP"

NOW THIS DEED WITNESSES AS FOLLOWS:

NAME OF FIRM:

THAT, the name of the Partnership shall be "EASTWOOD"


2. COMMENCEMENT & DURATION:

- (i) THAT, the Partnership under this presents shall be deemed to have commenced on & from 1st day of September, 2022 and shall be continued to be carried on as long as the partners desire.
- (ii) THAT, the duration of partnership shall be one "AT WILL"

3. REGISTERED OFFICE:

THAT, the principal place of business of the firm shall be at 2nd Floor, Galaxy House, Near P.C. Mittal Bus Stand, 2.5 Mile, Sevoke Road, Siliguri, P.O. Siliguri - 734001, P.S. Bhaktinagar, District Jalpaiguri, West Bengal.

02 SEP 2022


OM PRAKASH GUPTA
Notary Public of India
Siliguri, Darjeeling
Regd. No. - 13778

Vinod Kumar Goyal

Crescent Prime Infra
S/o Agarwal
Partner

4. **NATURE OF BUSINESS:**

THAT, the **OBJECT** of the **FIRM** shall be engaged in the business of Real Estate Developers, Development of Land, Construction Services like Construction of Buildings, Flats etc. Plotting and such allied & ancillary services & thereby related to sale, transfer, lease, renting, disposal, supply, exchange, relinquishment etc. or any mode and in such other business, partners may deem think fit.

5. **CAPITAL & FUNDS:**

- a) That both the parties have decided to introduce the First Party's land measuring **83 Katha 2 Chattak**, situated in R. S. Plot Nos. 25 (P) and 25/85, L.R. Plot No. 357 & 453 corresponding to R. S. Khatian No. 634, L.R. Khatian No. 880 of Mouza - Dabgram, R. S. & L.R. Sheet No. 4, J. L. No. 2, Pargana - Baikunthapur, P.S. Bhaktinagar, District Jalpaiguri West Bengal as capital contribution of the First Party which is recorded at Price of Rs. 287 Lakhs (Rupees Two Crore Eighty Seven Lakhs) in the partnership firm in which construction/ development shall be made by the Partnership Firm.

- b) That the partnership business shall consist of the sum standing in the respective capital account of the partners together with such further sum as will be contributed by the partners as and when necessary.

That the parties hereof have to introduce Capital in cash or in kind as may be agreed upon or as may be required by the business of the firm.



6. **BANK ACCOUNTS:**

That the partners may mutually consent may open firm, accounts in any bank/s and the said bank account shall be operated jointly by the First Party & Second Party. The signatory in the said bank account shall be in the following manner:

- a. SHRI VINOD KUMAR GOYAL (FIRST PART)

AND

- b. ANY ONE partner out of four Partners present in Crescent Prime Infra namely, i. SHRI SHYAM AGARWAL, S/o. Shri Ram Lal Agarwal, ii, SHRI BINOD KUMAR GUPTA, S/o. Late Banwari Lal Gupta, iii. SRI VARUN AGARWAL, S/o. Shri Shyam Agarwal, iv. SHRI SOVEET GUPTA, S/o. Binod Kumar Gupta (SECOND PART)

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Vinod Kumar Goyal

Crescent Prime Infra

Stra-Partner

Partner

shall be jointly entitled to operate the bank/s account of the firm and to give instructions to bankers in respect of all cheques, hundies, bill of exchange or any other negotiable instrument or matter of the firm. The firm shall not be responsible for any personal liability/ obligation of any partner & any of these liability/ obligation shall have no effect in the operation of the Bank account & vice versa.

7. **BORROWING POWER:**

The firm shall be entitled to take loans and advances from any of the partners, such sum as may be necessary for the business of the firm and such loans and advances may bear interest as mutually settled. The loans and advances from outside parties including Banks Financial Corporation or other Institutions and Bodies for the business of the Firm, or such terms and conditions as may be mutually agreed upon.

ACCOUNTS:



That the firm shall follow the Financial Year (1st April to 31st March) as its accounting year and the accounts of the firm shall be made on the last day of each such year or any other period as may be agreed mutually by the partners and the profit or loss, as the case may be, shall be ascertained that their share mentioned elsewhere in this deed.

That the books of account together with all other papers and documents shall be kept at the place/s of the business of the firm and each of the partner's at all reasonable time shall be entitled to inspect or take copies or extract thereof.

9. **PROFIT AND LOSS:**

That the Profits and Losses of the firm after meeting all business expenses, interest and remuneration to partners shall be divided between the partners as follows:

| <u>Sl. No.</u> | <u>Name of Partners</u> | <u>Share of Percentage in Profit or Loss</u> |
|----------------|---------------------------|--|
| 01. | Mr. Vinod Kumar Goyal | 50.00 |
| 02. | M/s. Crescent Prime Infra | 50.00 |
| | | <hr/> |
| | | 100.00 |
| | | <hr/> |

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02 SEP 2022

Vinod Kumar Goswami

Crescent Prime Infra
S. Prasad
Partner

10. **INTEREST TO PARTNERS:**

The Capital introduced by partners will carry no interest. However, this may vary if the same is mutually agreed upon between the partners from time to time.

11. **REMUNERATION TO PARTNERS:**

That working partners may withdraw monthly remuneration as may be mutually decided by partners from time to time.

12. **MANAGEMENT:**

That all parties hereof shall look after the business and manage the same to the best of his ability and for the mutual benefit of the firm. This may be changed from time to time as agreed upon between the partners.

13. **WORKING PARTNERS:**

All the partners of the firm are working partners and all of these partners shall mutually manage the working of the firm.

14. **ACCOUNTING YEAR:**

The first Accounting year of the Firm will close on 31st March 2023 and after that on every 31st March, the Firm will close its accounts however, it can be changed afterward if mutually agreed upon between the partners.

15. **ANNUAL ACCOUNTS:**

The Profit and Loss Accounts and Balance Sheet shall prepared within six months of the close of the Accounting Year which shall be deemed to be final and binding on the partners on their signing the same. The profit and Loss Account will be prepared after providing depreciation, interest and all other expenses on mercantile basis of accounting system.



OM Prakash Gupta

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Notary Public, Govt of India
Siliguri, Darjeeling
Regd. No. - 13778

02 SEP 2022

Vinod Kumar Goyal

Crescent Prime Infra
Shyam Agarwal
Partner

16. EXECUTION OF REGISTERED SALE DEED:

The sale deed in respect of transfer of title, possession shall be jointly executed by two persons namely:

a. SHRI VINOD KUMAR GOYAL (FIRST PART)

AND

b. ANY ONE partner out of four Partners present in Crescent Prime Infra namely, i. SHRI SHYAM AGARWAL, S/o. Shri Ram Lal Agarwal, ii. SHRI BINOD KUMAR GUPTA, S/o. Late Banwari Lal Gupta, iii. SRI VARUN AGARWAL, S/o. Shri Shyam Agarwal, iv. SHRI SOVEET GUPTA, S/o. Binod Kumar Gupta (SECOND PART)

shall jointly and severally execute and or sign documents/ deeds/ issue negotiable instruments/ promissory notes/ bills of exchange and furnish other necessary documents for the smooth facilitation/ functioning of the PARTNERSHIP FIRM.

17. WITHDRAWALS:

No partner shall be entitled to draw any money from the funds of the partnership business unless otherwise mutually agreed upon by the partners except to the extend of the amount standing to his credit if any.

18. INTRODUCTION OF NEW PARTNERS:

The partners shall be entitled by mutual agreement to take one or more new partners in the business on such terms and conditions as may be mutually settled and the partnership in that event will not be dissolved but shall be continued by the existing partners with the new partner or partners.

19. DEATH:

That of the death of the any partners hereof the business shall not stand dissolved but shall be carried on by the surviving partners along with legal heir/heirs of the deceased under such terms and conditions as may be determined between them.

20. RETIREMENT:

Each partner shall be entitled to retire from the partnership business voluntarily by giving to the partner or partners other not less than three months notice in writing.

[Handwritten mark]



[Handwritten signature]
DILIP KASHI GUPTA
Notary Public of India
Siliguri, West Bengal
Regd. No. - 1378

02 SEP 2025

Vinod Kumar Das

Crescent Prime Infra

Partner

21. GENERAL / RIGHT / FORBIDDEN CLAUSE:

a) Subject to what is otherwise provided herein, each of the partners-hereto shall-

- a) Participate and attend to the business of the firm to the greatest common advantage of the firm.
- b) Be just and faithful to each other.
- c) Render true accounts and full information of all moneys affecting the Firm to the other.
- d) Indemnify the Firm for any loss caused to it by willful negligence or fraud in the conduct of the business.
- e) Attend to the business of the Firm diligently and actively.
- f) Not withdraw any amount for his own profit, benefit or use as remuneration or otherwise without the consent of the other.
- g) Be entitled to be indemnified by the Firm in-respect of payment made and liabilities incurred by him- (i) in 'the ordinary and proper course of business of the firm and (ii) in doing any act for protecting the Firm from loss in emergency.

To represent the firm before the any Central and State Government Authorities and to appoint agents, and attorneys and to fix their remuneration and to sign and execute agreements, other papers and documents necessary to carry on the business of the partnership firm, to collect payments from any Govt. or other department and to give receipt thereof. Any legal liability arising out of any legal proceedings in course of business activity of the firm shall be paid/ borne by the partnership firm itself.

- i) To employ, dismiss, degrade or promote any servant or agent of the firm,
- b) That the partners shall be just and faithful to each other and shall work for the best interest of the partnership business.
- c) That each partner shall punctually pay and discharge his separate debts and liabilities and shall keep the firm and it's properties effectually indemnified against the same.
- d) That each partner shall at all time give to the others the true information and



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Siliguri, Darjeeling
Regd. No.- 13778

02 SEP 2022

Vinod Kumar (son)

Crescent Prime Infra

Sya. Agarwal
Partner

faithful explanation of all matters relating to the partnership business.

- e) That no partner shall without the consent of the other partner:
- Submit any dispute with any other person to arbitration or compromise or relinquish the claim.
 - Withdraw any suit or legal proceedings filed by the Firm.
 - Admit any liability of the Firm.
 - Acquire or dispose of any immovable or immoveable property, except the stock in trade in the ordinary course of business.
 - Enter into partnership or other business unilaterally with any other person.
 - Assign or transfer his share or any interest in the Firm.
 - Admit any person as a partner in the Firm.
 - Borrow any money for or in the name of the firm, or create any security or charge on the assets of the Firm.
 - Enter into any contracts except contracts in the regular course of business of the firm.
 - Stand as a guarantor or surety for any person, in the name of the firm or for and on behalf of the Firm.



22. **ARBITRATION:**

That in case of any dispute or difference shall be referred to the Arbitrators under the Provision of the Arbitration Act, 1940.

23. **ALTERATION:**

The partners may by mutual consent add to alter or modify the terms of the partnership as and when required.

24. **GENERAL CLAUSE:**

That other terms and conditions shall be determined in accordance with the Indian Partnership Act, 1932, or any Statutory Modification thereof.

OM PRAKASH GUPTA
Notary Govt. Of India
Siliguri, Darjeeling
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02 SEP 2022

IN WITNESS WHEREOF, the parties to this partnership agreement hereto have hereunto set their hands the day and year first above written at Siliguri, Dist. Jalpaiguri, West Bengal.



2.

Vinod Kumar Goyal

Shri Vinod Kumar Goyal
(First Party)

Crescent Prime Infra
Sya Agarwal
Partner

M/s. Crescent Prime Infra
(Second Party)

Om Prakash
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Notary Govt. of India
Siliguri, Darjeeling
Regd. No.- 13778

Chandran Hasan
Chandran Hasan
Siliguri / Siliguri

02 SEP 2022