

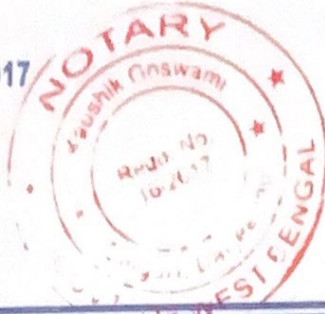
*Kaushik Goswami*

Notary, Registration No. 16/2017  
GOVT. OF WEST BENGAL

Old Bus Stand,  
Court More, Siliguri  
Cell- 98320-63887 / 94762-93677  
Email: kaushikgoswami9@gmail.com

Serial No. 2

Date 7 NOV 2020



## NOTARIAL CERTIFICATE

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

TO ALL TO WHOM THESE PRESENTS Shall come, I, Sri KAUSHIK GOSWAMI duly authorised by the Government of West Bengal 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. Jugal Sangha, Advocate, as to the matters contained therein, presented before me.

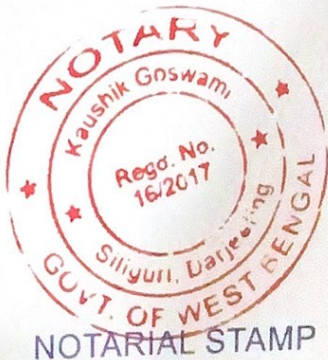
Accordingly to that this is to certify, authenticate and attest that the annexed Instrument 'A' as is the:

Original Partnership Deed

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 7th day of November the year of Christ 2020.

The executants is / are identified by me :



Advocate

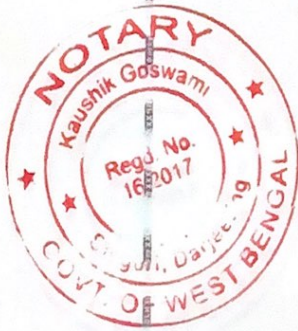
7 NOV 2020  
**KAUSHIK GOSWAMI**  
Notary, Reg. No. 16/17  
Siliguri, Dist. Darjeeling  
Reg. No. 16/2017



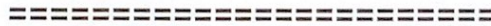


পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

Z 919716



PARTNERSHIP DEED



*(Signature)*  
Soni G.I.  
Sankar Agarwal

2

*(Signature)*  
7 NOV 2020  
Kaushik Goswami  
Notary Govt of West Bengal  
Silliguri, Darjeeling  
Reg No 168/2017





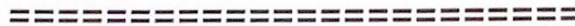
পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

Z 919717



*Signature*  
S. J. G.  
*Signature*

### PARTNERSHIP DEED



THIS DEED OF PARTNERSHIP MADE ON THIS THE 07<sup>th</sup>  
DAY OF NOVEMBER, 2020 (TWO THOUSAND  
TWENTY)

*Handwritten mark*

*Signature*  
7 NOV 2020  
Kaushik Goswami  
Notary Govt. of West Bengal  
Siliguri, Darjeeling  
Rev No 16/2017





পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

Z 919718



*Signature*  
S. C. S.  
*Signature*

THIS DEED OF PARTNERSHIP MADE ON THIS THE 5<sup>th</sup> DAY OF NOVEMBER, 2020 (TWO THOUSAND TWENTY).

3

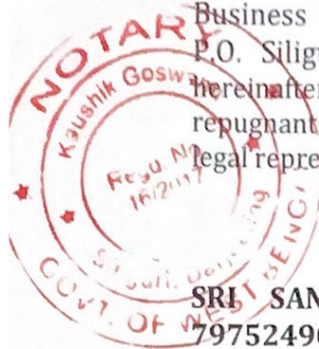
*Signature*  
7 NOV 2020  
Kaushik Goswami  
Notary Govt of West Bengal  
Siliguri, Darjeeling  
Reg No 16/2017



*Varun Agarwal*  
Sri Shyam  
Santosh Agarwal

BETWEEN

**SRI VARUN AGARWAL (AADHAR: 270230245918, PAN: BURPA8745E)**  
Son of Sri Shyam Agarwal, Hindu by religion, Indian by Nationality,  
Business by occupation, resident of Basant Bihar Complex, Sevoke Road,  
P.O. Siliguri-734001, P.S. Bhaktinagar in the District of Jalpaiguri ---  
hereinafter called **FIRST PARTY** (which expression shall unless excluded by or  
repugnant to the context be deemed to include his heirs, successors, executors,  
legal representatives, administrators and assigns) of the **FIRST PART**.



AND

**SRI SANJAY KUMAR GARG (PAN : ADBPG1112D, AADHAR: 797524904508)** Son of Late Khusiram Agarwal alias Khushiram Garg,  
Hindu by faith, Indian by Nationality, Business by occupation, residing at  
Mansarovar, Pranami Mandir Road, P.O. Siliguri-734001, P.S. Bhaktinagar in the  
District of Jalpaiguri hereinafter called the "**SECOND PARTY**" (which expression  
shall unless excluded by or repugnant to the context be deemed to include his  
heirs, successors, executors, legal representatives, administrators and assigns) of  
the **SECOND PART**.

AND

**SRI PANKAJ AGARWAL alias PANKAJ KUMAR AGARWAL (PAN: AFNPA9887P, AADHAR: 540336368349)** Son of Late Kedarnath Agarwal,  
Hindu by faith, Indian by Nationality, Business by occupation, residing at Punjabi  
Para, P.O. & P.S. Siliguri-734001 in the District of Darjeeling hereinafter called the  
"**THIRD PARTY**" (which expression shall unless excluded by or repugnant to the  
context be deemed to include his heirs, successors, executors, legal  
representatives, administrators and assigns) of the **THIRD PART**.

(ALL HEREIN AFTER CALLED THE EXISTING PARTNERS)

*2* **WHEREAS** the above named parties have agreed to commence new business in  
partnership and it is expedient to have a written instrument of partnership to  
avoid further disputes and differences, and for the purpose of proper  
implementation of the activities of the said business it is deemed fit to reduce in  
writing the terms and conditions of the partnership firm.

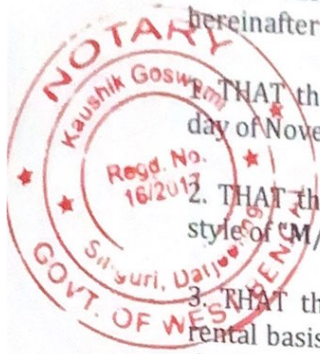
**NOW THIS INDENTURE WITNESSETH** that the above named parties hereby  
having mutually and voluntarily agreed without any undue influence, force,

*Signature*  
7 NOV 2020  
Kaushik Goswami  
Notary Govt. of West Bengal  
Siliguri, Darjeeling  
Reg No 16/2017



*[Handwritten signatures]*

coercion and fear decided to form a partnership in between them for the purpose of the business as stated herein under the terms and conditions recorded hereinafter:



1. THAT the Partnership shall be deemed to have commenced on and from 5<sup>th</sup> day of November, 2020.

2. THAT the partnership business shall be carried on under the trade name & style of "M/S. SIDHI GANPATI".

3. THAT the principal office of the business shall be situated temporarily on rental basis at Sidhi Dham, Jyoti Nagar, P.O. Siliguri-734001, P.S. Bhaktinagar in the District of Jalpaiguri or any other place as will be deemed fit and proper by all the parties/partners.

4. THAT the Partnership shall be a partnership at "WILL" and SHALL continue till such time as the parties hereof shall agree and the share of the partners shall be "HERITABLE AND TRANSFERABLE".

5. THAT the firm shall carry on in India or elsewhere the business of own, acquire, purchase, lease, exchange, hire, develop, construct, build, design, plan, reconstruct, sell, rent out and otherwise deal in land, apartment, houses, flats, offices, buildings and various immovable properties of an nature or interest for the purpose of undertaking development thereof and to carry on the business of Real Estate Development. To be engaged in Marketing and consultancy and to enter into an agreement with various persons from time to time for any of the above purposes, and to do all incidental acts and things necessary for the attainment of the foregoing objects and any other business as may be mutually decided by the partners from time to time. The partners shall be at liberty to start or discontinue or to do any additional business which they think beneficial to the mutual interest and/or the partners are free to do any other business in whatsoever form and style.

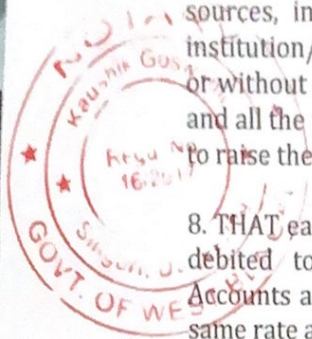
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6. THAT all the parties/partners shall jointly contribute capital of Rs.50000/- (Rupees Fifty Thousand) only in the firm as per their profit and loss sharing ration and in the event of further requirement of capital the partners shall contribute and bring in fresh capital from time to time according to the needs and necessity of the firm and shall be credited in the respective capital accounts of the partners in the books of accounts of the firm.

*[Handwritten signature]*  
7-7 NOV 2020  
Kaushik Goswami  
Registrar, Govt of West Bengal  
Siliguri, Darjeeling  
Reg No 16/2017



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7. THAT in the event of requirement of additional amount of capital to run the business, the partners shall raise loans from any Bank, person or any other sources, including from Central or State Government or any other financial institution/s or any private enterprise/s for the purpose of partnership firm with or without any securities but the same must be with the consent of all the parties and all the partners shall be signatories of such instruments/documents required to raise the loans.

8. THAT each partner may draw out money for personal expenses which shall be debited to their respective capital accounts/Drawings Accounts/ Current Accounts as the case may be. Interest on such drawings shall be charged at the same rate as will be given to the partners in the relevant year on their capital.

9. THAT all the books of accounts of the firm shall be managed at the principal office of the business and all the partners shall have free access to the books of accounts and shall be entitled to inspect or to take copies or extract thereof.

10. THAT the accounting year of the firm shall commence each year on the 1<sup>st</sup> day of April and expire on 31<sup>st</sup> March of the following year. The accounting year may be changed from time to time subject to the provisions of Income Tax Act, 1961.

11. THAT after the execution of these presents, the partners shall open a current account in the name of firm in any nationalized bank or any other banks of their choice. The said account shall be operated by any one of the partners of the firm.

12. THAT all the monies, receipts, negotiable instruments received by the firm/in the name of the firm shall be deposited in the bank. No partner shall be entitled to retain the monies physically in his/its custody without the consent of the other partner.

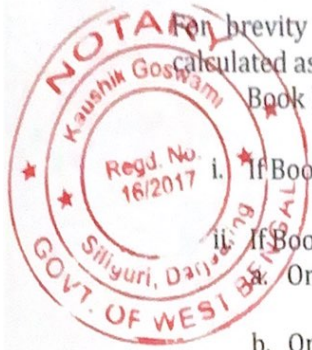
13. THAT the interest @ 12% p.a. or such rate/s as may be mutually settled by the partners from time to time in accordance with the rate prescribed by section 40(b) of Income Tax Act, 1961 and may be in force in the relevant financial year shall be credited or payable or paid to the partners on the amount standing to the credit of their capital account. Such interest shall be calculated and credited/paid to the partners at the end of the accounting year or at such earlier date/s as may be mutually settled by the partners.

*Handwritten signature in green ink.*  
Kausik Goswami  
Siliyuri, Darjeeling  
Reg. No. 16/2017  
7 NOV 2020



*(Handwritten signature)*  
Sri  
Sankar

14. THAT the remuneration of the Partners shall be in accordance with rules and limits as defined in the Explanation 3 to Section 40(b) of the Income Tax Act, 1961 as amended from time to time.



For brevity and clarity the remuneration payable to the partners shall be calculated as under:

Book Profit	Amount deductible in respect of remuneration to partners
i. If Book Profit is Negative	Rs.1,50,000/-
ii. If Book Profit is Positive	
a. On first 3.00 Lakhs	Rs.1,50,000/- or 90% of Book Profit, whichever is more
b. On the balance	60% of Book Profit,

The remuneration may be credited /paid to the working partners of the firm at the end of each accounting year and the fact of credit/payment of remuneration as recorded in the books of accounts of the firm shall be deemed to be done by the mutual consent of all the partners hereto. The partners may by mutual consent decide not to take/withdraw any remuneration whatsoever in the year when the profits of the firm are insufficient or there is loss. The above scale of the remuneration and/or the method of calculation of remuneration may be changed at any time with the mutual consent of the partners.

15. THAT the net profit & loss of the business including that of capital gains or losses after providing all expenses of the firm, interest paid on borrowed loans/ capitals and remuneration paid to partners shall be shared and apportioned in between the partners in the following manner:-

a. SRI VARUN AGARWAL	: 33.33%
b. SRI SANJAY KUMAR GARG	: 26.67%
c. SRI PANKAJ AGARWAL	: <u>40.00%</u>
<b>TOTAL</b>	<b><u>100%</u></b>

*(Handwritten mark)*

16. THAT the partners shall punctually pay off and discharge their separate personal debts and liabilities and shall keep the firm and the other partners effectually indemnified against the same.

17. THAT the partners shall manage the affairs of the business with mutual consent with each other in any manner they like for their mutual benefits.

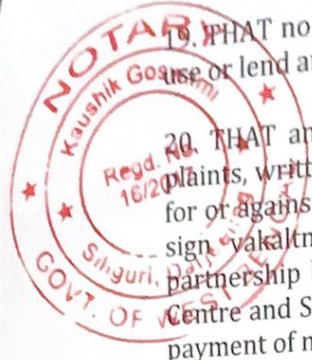
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- 7 NOV 2020  
Kaushik Goswami  
Notary Govt of West Bengal  
Siliyuri, Darjeeling  
Reg No 16/2017



*[Handwritten signatures]*

18. THAT the partnership business or its assets shall not be responsible or liable for any personal debts and liability of individual partners.

19. THAT no partner shall take loan in the name of the firm for his/its personal use or lend any money that belongs to the partnership firm.



20. THAT any of the partner shall be entitled to (i) sign and verify petitions, plaints, written statements and other pleadings in all suits and legal proceedings for or against the partnership (ii) to engage pleader, advocate or attorney and to sign vakalnama, power, and warrants of attorney (iii) to represent the partnership before courts, revenue authorities, officers of the Government both Centre and State, railways and local bodies (iv) to demand and claim and receive payment of money due to partnership.

21. THAT any of the partner shall be entitled to participate and/or represent in any contract and any other matter not herein contained, shall be decided by the partners mutually and according to the provision of the Indian Partnership Act 1961 and save and except as herein provided, the relationship of the partners shall be governed by the said provision.

22. THAT any of the partner can sign, file, represent for all partnership business.

23. Forthwith pay all monies, cheques and negotiable instruments received by him/it on account of the partnership to the firms account.

24. THAT the partners shall be entitled to employ, dismiss, degrade or promote any employee with mutual consent.

*[Handwritten mark]*

25. THAT the partners shall have full authority to institute, prosecute, defend, discontinue, withdraw or compromise any suit or legal proceedings in any civil court or Income Tax, GST or any other authorities or in any other office or court and to sign, verify or present plaint, petition, written statement, return, application for revision or review, memorandum of appeal or any other document and to file tender agreement, quotation etc and to receive, demand or withdraw and demand and recover any money of dues of the firm from any office, court, person, corporation, bank, Central or State Government, societies, railways, aviation, or any other bodies or individuals and to appoint, empower or remove any legal practitioner and to execute all acts and deeds on behalf of the firm and bind all partners in all matters relating to partnership always in good faith and to keep other partners fully informed about them.

*[Handwritten signature]*

7-7 NOV 2020

Kaushik Goswami  
Notary Govt of West Bengal  
Siliguri, Darjeeling



Chandana  
S. 22/17  
Sankar Aggarwal

26. THAT the partners are not entitled to sale, assign, mortgage, gift or otherwise transfer their share in the partnership to the outsider without the consent of the other remaining partner. In case any partner desires to sale, assign transfer or mortgage his share or any part thereof in partnership then he shall first offer the same to the other partner and in case the other partner is not interested in the said assignment and/or otherwise to transfer, the said transferring partner may then with the consent of the other partner may sale, assign, mortgage or otherwise transfer his or any part of his share in the partnership to the outsider/s.

27. THAT any partner shall not without the consent of the other partner release or compound any debt owing to the firm or demolish security to the firm without receiving the full amount thereon or lend any money otherwise than in the usual course of the running the business or do anything which may cause hardship to or go against the interest of the business of the firm.

28. THAT the partners shall be just and faithful to each other and shall work for the best interest of the partnership business.

29. THAT each partner shall at all time give to the other partners the true information and faithful explanation of all matters relating to the partnership firm.

30. THAT none of the partners without the consent of the other partners shall:-


a. Employ any of the money, goods, effects or the partnership or pledge the credit thereof except in the ordinary course of the business and upon the account or for the benefit of the partnership.

b. Enter into any bond or become bailee or surety, provide security with or for any person or to do or knowingly cause or suffer to be done anything whereby the partnership property or any part thereof may be seized, attached or taken into execution.

31. THAT in the event of the retirement of any partner, the retiring partner shall serve a two months notice writing to the other partners and in the such event the remaining partners may carry on the business in their partnership or may reconstitute the firm in the manner they like.

32. THAT in the event of death of any of the partners, the partnership firm shall not be dissolved. The business shall be carried on by the surviving partners by

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- 7 NOV 2020  
Kaushik Goswami  
Notary Govt. of West Bengal  
Siliguri, Darjeeling  
Reg. No. 16/2017



reconstituting the firm by admitting the legal representatives of the deceased partner. If the legal representative of the deceased partner so willing, the business shall be carried on by the surviving partners in their partnership or as they may deem fit.

33. THAT subject to the provisions of the companies Act 2013 the partners of the firm on majority consent can convert the partnership firm into a company/LLP.

34. THAT subject and without prejudice to the express provisions of these presents the provisions of the Indian Partnership Act, 1932 shall be applicable to the firm and the Partners.

35. THAT any of the above terms and conditions may be varied, altered or added to or deleted by mutual consent of the partners hereof to be either in writing or implied from conduct.

36. THAT if the partners fail to settle their disputes in between themselves in accordance with the aforesaid stipulated conditions or in case of any dispute arising out of the partnership or with respect to the interpretation of any terms and conditions recorded herein or with respect to the working of this agreement the matter shall be referred to the arbitrators under the provisions of the Arbitration and Conciliation Act, 1996 and the award of the arbitrators and/or umpire as the case may be shall be final and binding on all the parties.

IN WITNESS WHEREOF the parties hereto have signed these presents this day, month & year first above mentioned.

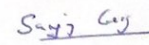
WITNESSES:

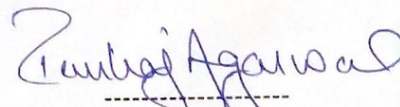
1. Debesh Chandra  
S/o Lt. N. G. Mukherjee  
C.R. Das Sarani  
New Palle Para  
Siliguri
2. Jishu Chakraborty  
S/o Lt. S. B. Chakraborty  
South Santi Nagar  
P.O. - Dabgram II  
Dist. Jalpaiguri.

Drafted by me and printed at my office,


JUGAL SANGHAI  
ADVOCATE/SILIGURI  
Reg. No. WB/306/2011

  
FIRST PARTY

  
SECOND PARTY

  
THIRD PARTY

10

  
7 NOV 2020  
Kaushik Goswami  
Notary Govt. of West Bengal  
Siliguri, Darjeeling  
Reg. No. 16/2017