

Pashupati Shah Notary

(Appointed by Govt. of India)

Residence/Chamber
Punjabi Para,
Behind Pranami Mandir,
Siliguri .734001
Mobile: 98326-29587,
96410-71507

Serial No. July Dated



NOTARIAL CERTIFICATE

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

TO ALL TO WHOM THESE PRESENTS shall come, I, Sri Pashupati Shah, duly authorised by the Government of India to practice as a Notary do hereby verify, authenticate, certify, 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 Sri/Smt. Nikhil Shah 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:

An original deed of partnership, enclosed herewith

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 16th day of July in the year 2018

Solely Affirmed & Declared
Before me on Identification

Pashupati Shah
NOTARY, SILIGURI

Pashupati Shah
Notary



The executent is/are identified by me :

N. Shah
Advocate



पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL

Z 970742



Sujit Kumar Agarwal

Sanjay Agarwal

Pradip Saha

DEED OF PARTNERSHIP

Contd..P/2

Solely Affirmed & Declared
Before me on Identification
16/7/18
Pashupati Shah
NOTARY, SILIGURI

SL NO. 13944 Date 16.7.2018
PURCHASER Shyam Construction
Full Address Siliguri
Total value 100/-
Stamp Purchased from JPG Treasury on

^{Ms}
STAMP VENDOR
JAYA RANI DAS
Licence no-1 of 99-2000
Add: DSR Office, Raigani, Jalpaiguri.



[Faint handwritten text and signatures]
81/11/18
[Illegible handwritten text]



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

W 807650



Sujit-kumar Agarwal

Sanjay Agarwal

Pradipha Saha

**THIS DEED OF PARTNERSHIP IS MADE AT SILIGURI ON
THIS THE 16th DAY OF JULY, 2018.**

BETWEEN

Sujit-kumar Agarwal
Solely Affirmed & Declared
Before me on Identification
16/7/18
Pashupati Shah
NOTARY, SILIGURI

Sl. NO. 13949 Date 16.7.2018
PURCHASER Shyam Construction
Full Address Siliguri
Total value 50/-
Stamp Purchased from JPG Treasury on 1

JRD
STAMP VENDOR
JAYA RANI DAS
Licence no-1 of 99-2000
Addl DSR Office, Rajgani, Lalbais

Handwritten notes in the left margin, including the word 'Approve'.



Handwritten notes and signatures in the bottom left corner, including the date '16/7/18'.

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Sujit Kumar Agarwal

Sujit Agarwal

Pradipta Saha

SRI SUJIT KUMAR AGARWAL, son of Late Raj Kumar Agarwal, having PAN No. – **ACIPA8145L**, Hindu by faith, business by occupation, residing at Asmi Kunj, Ashrampara, Siliguri, Pin – 734001, P.O & P.S Siliguri, in the District of Darjeeling (W.B) - hereinafter called the “**FIRST PART**” (which expression shall mean and include unless otherwise excluded by or repugnant to the context his heir, executors, administrators, successors, representatives, and assigns).

AND

SRI SANJAY AGARWAL, son of Sri Rajendra Prasad Agarwal, having PAN No. – **AEWPA5773L**, Hindu by faith, business by occupation, residing at Sidhi Vinayak Complex, Isckon Road, P.O. Sevoke Road and P.S Bhaktinagar, Pin - 734006, District Jalpaiguri (W.B) - hereinafter called the “**SECOND PART**” (which expression shall mean and include unless otherwise excluded by or repugnant to the context his heir, executors, administrators, successors, representatives, and assigns).

AND

SRI PRADIPTA SAHA, son of Sri Prosenjit Saha, having PAN No. – **AYKPS5248Q**, Hindu by faith, business by occupation, residing at A.P.C Sarani, Siliguri, P.O. Siliguri and P.S Siliguri, Pin - 734004, District Darjeeling (W.B) - hereinafter called the “**THIRD PART**” (which expression shall mean and include unless otherwise excluded by or repugnant to the context his heir, executors, administrators, successors, representatives, and assigns).

WHEREAS the above named parties agreed and decided between themselves to form and constitute a partnership firm to carry on a construction and / or promotion business mainly dealing in all types of construction of residential and commercial complexes, civil contracts, railway, telecom contracts and all other allied and related works and such other works and may be mutually decided from time to time under the name and style of ‘**SHYAM CONSTRUCTION**’.

Soberly Accepted & Declared
Before me on Identification

Pashupati Shah
NOTARY, SILIGURI

Sujit Kumar Agnewal

Sujit Agnewal

Pradip Saha

AND

WHEREAS in order to avoid future difference, doubts and disputes it is deemed expedient to reduce in writing the terms and conditions of the partnership firm.

NOW THIS INDENTURE WITNESSETH that in pursuance of the above stated agreement the parties hereto do hereby mutually covenant with each other that they become and shall continue as partners in the aforesaid business upon such terms and subject to the conditions and stipulations here-in-after contained in the following articles that is to say:

- 1) **THAT** the name and style of the partnership firm shall be **"SHYAM CONSTRUCTION"**.
- 2) **THAT** the office of the firm shall be at Asmi Kunj, Block-B, Jatin Das Sarani by lane, Ashrampara, P.O. & P.S. Siliguri – 734001 in the District of Darjeeling (W.B) and subject to the powers of the parties to change the style and / or site of the firm's head office as main place of business anywhere within and / or outside India as they may agree upon from time to time and partners are also empowered to appoint any agents, legal advisors, consultants, attorneys or whomsoever for smooth running and expediency of business of the firm.
- 3) **THAT** the partnership firm shall carry on the business as construction and / or promotion business mainly dealing in all types of construction of residential and commercial complexes, civil contracts, railway, telecom contracts and all other allied and related works and such other works and/or in such capacities as may be decided by the parties from time to time. The parties may by mutual consent start a new line of business or close one or more line or line of business.
- 4) **THAT** the business of the partnership has commenced and shall be deemed to have commenced on and from **16th day of July, Two Thousand and Eighteen** and continue so long as the partners hereto may desire.
- 5) **THAT** the business of the firm shall be managed by the partners jointly or severally and all the partners shall be authorized to represent the firm before any statutory authority or whom so ever and all the partners shall be authorized to execute the documents jointly or severally for and on behalf of the firm.
- 6) **THAT** the partners hereto shall by mutual consent, borrow money from Banks, Financial Institutions or from the private parties or individuals or whatsoever with or without security for the best interest of the firm.



Before me on this 16/7/18
Pashupati Shah
NOTARY, SILIGURI

Sujit Kumar Agarwal

Sanjay Agarwal

Pradiph Sala

7) **THAT** the Bank Account or Accounts in the name of the Firm shall be opened with any schedule Bank or Banks as may be mutually settled by the partners and all the partners shall be authorized to operate the account and sign cheque, bundies, Bills of exchange or any negotiable documents jointly or singly for and on behalf of the firm.

8) **THAT** the initial capital of the firm shall be contributed by all the partners hereto to the firm shall be mutually decided by the partners and more shall be contributed as to be mutually agreed upon by the partners from time to time to run the partnership business. The partners shall be entitled to get interest @ 12% per annum or at such rate on Partners contribution as may be mutually agreed upon by them. Such interest would however not be allowed in the event of losses. However the partners may by their mutual consent add, amend, alter, modify, reduce, vary or cancel this clause in any manner as may be mutually decided between them from time to time.

9) **THAT** in addition to the Capital contributed by the partners any further money required by the firm may be raised as loan from Bank or other lenders on such terms and conditions and rate of interest as may be available from time to time.

10) **THAT** the parties hereto hereby agreed that they will not withdraw any sum contributed on account of initial Capital and beyond that Capital they may make monthly withdrawals against profit accrued or to accrue only. However they can withdraw any sum from their Capital Account after getting prior approval from other partners.

11) **THAT**

i) All the partners have agreed to work in the partnership firm as working partners. It is hereby agreed that in consideration of the partners devoting their time and attention to the business of the partnership firm and working in the partnership they shall be entitled to draw monthly remuneration the aggregate amount of which shall be the maximum amount allowable as deduction as per the provisions of the Income Tax Act, 1961 and this may be changed from time to time by mutual consent. However in case of losses no remuneration could be paid or in case of inadequacy of profit the same shall be restricted to such available profits.



Notary Public
Pashupati Shah
NOTARY, SILIGURI
12/7/18

Sujit-kumar Agarwal

Sanjay Agarwal

Pradipta Saha

ii) The partners shall be entitled to draw their remuneration only after the end of the relevant accounting period. However, nothing herein contained shall preclude any of the said partners from withdrawing every amount from the partnership firm against the amount or his share of profit for the relevant accounting year in such manner as may be decided by the partners by mutual consent.

12) **THAT** the net profit or loss as the case may be, of the partnership business after deducting interest and remuneration payable to partners in accordance with this deed of partnership or any supplementary deed as may be executed by the partners, shall be divided and distributed amongst the partners in the following proportion

(Total 100% share will be divided in three shares and each one will have 1/3rd share)

a. Sri Sujit Kumar Agarwal	–	1/3 rd
b. Sri Sanjay Agarwal	–	1/3 rd
c. Sri Pradipta Saha	--	1/3 rd

Moreover the aforesaid profit and remuneration distribution ratio can be change in every financial year as per the contribution of funds by the partners in each project undertaken by this partnership firm.

13) **THAT** the First Accounting year of the Partnership Firm shall be from the date of commencement of the partnership to the next 31st of March and thereafter the firm shall follow English Financial year i.e. 1st April to 31st March as its Accounting Year. That account of the partnership of each year shall be made up and drawn and profit / loss of the business shall be ascertained and entered in the respective accounts of the partner, which shall be binding on all the parties.

14) **THAT** proper books of accounts of the partnership shall be kept in normal course of business at the main place or place of the business wherein shall be recorded particulars of all transactions, matters and things relating to the said partnership concern and each and every partner shall have full and easy access to the books of accounts and documents at all reasonable time and shall be at liberty to check them and to make such extracts there from as he may deem fit

Notary Public
Before me on Identification
16/7/18
Pashupati Shah
NOTARY, SILIGUR

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Sujit Kumar Agawal

Sanjay Agrawal

Rudolph Saha

or necessary. The books of accounts will not be removed from the place of business in any eventuality.

- 15) **THAT** the expenses and outgoing what so ever in respect of the said partnership business shall be paid and borne out from the gross earnings and assets of the partnership firm and if at any time the same be not sufficient to meet the expenses incurred or loss suffered; the same will be paid and borne by the partners to the extent of their share of profit/loss.
- 16) **THAT** every partner shall punctually pay and discharge his separate debts and acknowledgements and shall at all times indemnify and keep indemnified against the same and all actions, proceedings costs, damages and expenses on account hereof.
- 17) **THAT EACH PARTNERS SHALL :-**
- a) Be just and faithful to the other partners in all transactions relating to the partnership firm.
- b) At all times give to the other a just and faithful account of the firm and also upon a reasonable request further furnish a true and correct explanation there-of to the other partners.
- 18) **THAT** if necessary, the partners may by mutual consent and / or as such terms and condition as they shall decide upon, take in/induct in any new partners in the said partnership.
- 19) **THAT** no partner shall, without the consent in writing of the other partners, assign or mortgage or transfer his share of interest in the partnership and will not start himself without the consent of other partners in writing in the similar and identical type / nature of business as being done by the firm.
- 20) **THAT** the partnership shall not be dissolved on the retirement or death of any of the partners here to but shall be continued and carried on by the surviving partners and the partners who retires or the legal heirs of the diseased partner will not be entitled for any goodwill Advantages, Quotas, Office Premises Factories, Contracts, Licenses, Assets, Properties, Staff-Members and



Solely for the purpose of being
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Sujit Kumar Agarwal

Sujit Agarwal

Pradiph Saha

employees and all other benefits of the like nature of the firm if any. However he will be entitled to get his share of profit, remuneration upto the date of his retirement or death and credit balance in his capital account.

- 21) **THAT** the partnership shall continue so long as the parties hereto may desire. Any of the parties hereto may retire from the partnership on giving three months notice in writing to, other partners of his intention of such retirement.

That on the expire of the said notice period the firm shall not be dissolved but be carried on if so desired by the remaining partners and share of the retiring partner will be divided amongst the continuing partners or as shall be mutually agreed upon by the partners.

That if any of the parties hereto retires as aforesaid, the partnership account will be prepared as on the date of retirement of the retiring partner, together with the other account standing to credit in his account will be paid to him by the remaining partner(s) immediately or in installment as may be agreed upon by the parties hereto of the agreement.

- 22) **THAT** on the retirement of any of the partners, as aforesaid, the retiring partner shall not be entitled to carry on the business under the name and style of "SHYAM CONSTRUCTION" and who shall not be entitled to Goodwill, Advantages, Quotas, Office Premises Factories, Contracts, Licenses, Assets, Properties, Staff-Members and employees and all other benefits of the like nature and also for the liabilities of the firm unless otherwise agreed upon at the time of final settlement of the account.

- 23) **THAT** no partner shall without the written consent of the other partners do any of the following, namely, dispose of, or encumber any of the assets of the firm, borrow any money or incur any liability on behalf of the firm or stop operation of any banking account or cancel any transaction entered into by the firm. No partner shall without the written consent of the other partners keep the business place closed or prevent any partner from entering the business premises of the firm. In these respects the decision of the majority of the partners will be treated as the consent of the partners and/or the firm.

Solely Affirmed & Declared
Before me on Identification

16/7/17
Pashupati Shah
NOTARY, SILIGURI

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Sujit Kumar Agarwal

Sujit Agarwal

Pradip Saha

- 24) **THAT** any partner may be expelled from the partnership after giving him opportunity to explain his conduct or allegations against him as regards fraudulent conduct misappropriation, manipulation of accounts making secret profits or carrying on some other business competitive to business of the firm or utilizing the know-how and particulars of customers of the firm.
- 25) **THAT** all notices to be given either to partner or by a partner to the firm hereunder shall be deemed to be duly served if addressed to such firm or the partner at the address given hereinabove and sent by registered post.
- 26) **THAT** any dispute or difference which may arise between the partners or their heirs and representatives or between the firm and a partner with regard to the construction meaning and effect of this Deed or respecting accounts profits or losses of the business of the firm or the rights or liabilities of the partners hereunder or the dissolution or winding up of the business or any other matter relating to the firm shall be referred to arbitration to arbitrator to be appointed by the partners mutually and this clause shall be deemed to be the submission and/or reference to the Arbitrator or the procedure for appointment of the Arbitrator within the meaning of the Arbitration and Conciliation Act 1996 including any statutory modification thereof.
- 27) **THAT** in all other matters not mentioned or discussed here-in-above or otherwise expressly provided for, The Partnership Act, 1932 or any other statutory modifications thereof in force for the time being shall apply.
- 28) **THAT** any of the above noted terms and conditions maybe varied, altered or added to by mutual consent of the partners hereto, to be either expressed in writing or implied by conduct.



Solely Affirmed & Declared
Before me on Identification
15/11/18
Pashupati Shah
NOTARY, SILIGURI

IN WITNESS WHEREOF the said parties to these presents have set and subscribed their hands and seals on the day, month and year first written here – in - above.

IN THE PRESENCE OF:

1. *Koushik Barman*
8/o Bisaru Barman
Thankar more, sig

2. *Ratan Kumar Dasgupta*
8/o Late A. Dasgutta
Ashrampara, sig

Eujit Kumar Agarwal

First Part

Sujay Agarwal

Second Part

Pradip Saha

Third Part

Drafted, Read Over and explained
 To all the partners by me.

Nikhil *27/12*
16/09/11

NIKHIL SHAH

Advocate, Siliguri

Enrolment No. F/1061/1367-2017

Solely Affirmed & Declared
Before me on Identification
16/09/11
Pashupati Shah
NOTARY, SILIGURI