

Debasish Chakraborty Notary

(Appointed by Govt. of India)

Serial No. Dated20

Chamber
Sushil Smaran, Opposite Employment
Exchange, Haren Mukherjee Road,
Ward No. 12, Hakimpara, Siliguri
Mobile : 9933157415
9641760838, 7679883606

NOTARIAL CERTIFICATE

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

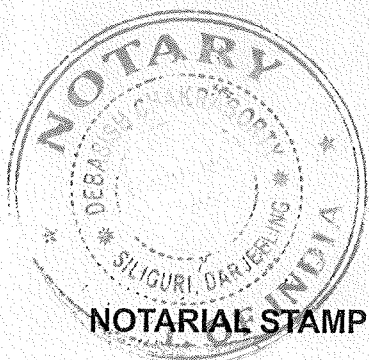
To ALL TO WHOM THESE PRESENT shall come, I, **Sri Debasish Chakraborty**, duly authorised by the Government of India to practice as a Notary do hereby verify, authenticate, certify, attest as under the execution of the instrument annexed hereto collectively marked 'A' on its being executed, admitted and identified by the respective signatories and also by Sri / Smt. Manoj Kumar Kedia, 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

Retirement cum Income Tax Deed.

PRIMA FACIE the annexed instrument 'A' appears to be usual procedure to save 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 theday of.....in the of year 20.....



18 JUL 2022

Debasish Chakraborty
Notary Govt. of India
Siliguri, Darjeeling

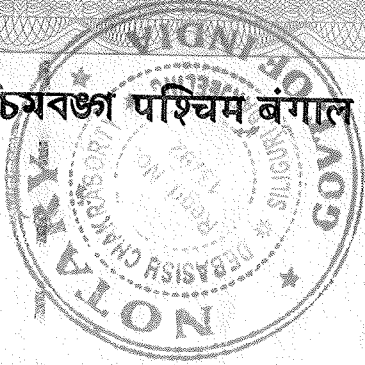
The executants is/are identified by me

Manoj Kumar Kedia
Advocate



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AG 048358



- :1:-

RETIREMENT CUM INCOMING DEED

THIS PARTNERSHIP DEED MADE ON THIS THE 01th DAY OF MARCH 2022

BETWEEN

SHRI DEEPAK KUMAR AGARWALA, (PAN ACZPA4957D) Son of Late Shyam Sunder Agarwal, aged about 45 years, Hindu by Religion, Business by occupation, residing at Model Town, Paranami Mandir Road, Punjabipara, Siliguri 734001, P.S. Siliguri, Dist. Jalpaiguri, in the State of West Bengal, hereinafter called the "**FIRST PARTY**" (Which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, successors, representatives, administrators and assigns) of the "**FIRST PART**".

1. Deepak Kumar Agarwal

2. [Signature]

3. Anant Agarwal

4. Ritika Agarwal

5. Anantika Agarwal

6. Manisha Agarwal

7. Anjana Kumari

8. [Signature]

6 JUL 2022

Debashish Chakraborty
Notary Public of India
Siliguri, Darjeeling
Regd No. 13792

N. NO. 4473 Date 28.6.2021

PURCHASER M Khedra

Full Address slg

Total value 102/

Stamp Purchased from JPG Treasury-1

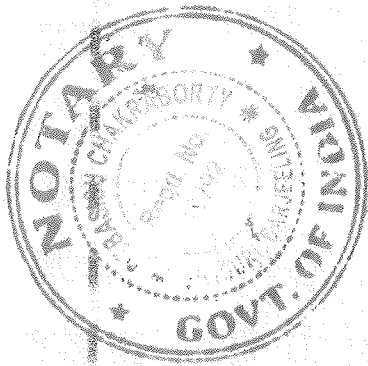
slg

STAMP VENDOR
JAYA RANI DAS
Licence No.1 of 99-2000
Addl. DSR Office, Rajganj, Jabalpur



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AC 529385



- :2:-

AND

SHRI MRINAL AGARWAL, (PAN AKSPA1033F) Son of Shri Naresh Kumar Agarwal, Hindu by Religion, Business by occupation, residing at Cigerete Company Compound, S. F. Road, Ward No. 26, Siliguri 734001 in the State of West Bengal,, 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"**.

1) *[Signature]*
2) *[Signature]*
3) *[Signature]*
4) *[Signature]*

1-6 JUL 2022
5) *[Signature]*
6) *[Signature]*

7) *[Signature]*

8) *[Signature]*

9) *[Signature]*

10) *[Signature]*

11) *[Signature]*

No. NO. 4597 Date 28.6.2021

PURCHASER M Khedia

Full Address slg

Total Value 50/-

Stamp Purchased from JPG Treasury-1

ms

STAMP VENDOR
JAYA RANI DAS
Licence No.1 of 99-2000
Add. DSR Office, Rajani, Jabatour

AND

SMT MAMTA AGARWAL, (PAN AFBPA1459D) Wife of Shri Deepak Kumar Agarwal, Hindu by Religion, Business by occupation, residing at Model Town Apartment, Pranami Mandir Road, Ward No 40, Siliguri 734005 in the State of West Bengal, 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**".

AND

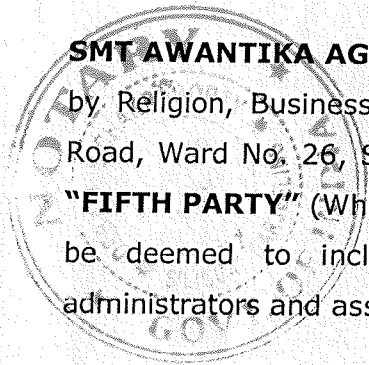
SHRI RITESH KUMAR, (ACNPK8131H) Son of Shri Indra Deo Prasad, Hindu by Religion, Business by occupation, residing at C/o Indradeo Prasad, Ward No 20, Hajipur, Khagaria in the State of Bihar, hereinafter called the "**FOURTH PARTY**" (Which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, successors, executors, legal representatives, administrators and assigns) of the "**FOURTH PART**".

AND

SMT AWANTIKA AGARWAL, (PAN AUKPA0243M) Wife of Shri Mrinal Agarwal, Hindu by Religion, Business by occupation, residing at Cigerete Company Compound, S. F. Road, Ward No. 26, Siliguri 734005 in the State of West Bengal, hereinafter called the "**FIFTH 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 "**FIFTH PART**".

AND

SMT. MANISHA AGARWAL (PAN AJEPA5294R) Daughter of Shri Gauri Shankar Kithania Hindu by Religion, Business by Occupation, residing at Block A, Flat No 301, Club Town, Siliguri -734001 in the State of West Bengal, hereinafter called the "**SIXTH 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 "**SIXTH PART**".



1 Deepak Kumar Agarwal
2 Mrinal Agarwal
3 Mamta Agarwal
4 Ritesh Kumar
5 Awantika Agarwal
6 Manisha Agarwal
7 Anjani Kumari
8 Mamta

8 JUL 2022
Notary Govt. of India
Siliguri, Darjeeling
Regd No. 3792

- :4:-

AND

SMT. ANJANI KUMARI (PAN APCPK3288H) Daughter of Shri Braj Kishore Gupta Hindu by Religion, Business by Occupation, residing at Ward No 20, Hajipur, Khagaria, Bihar-851204 in the State of Bihar, hereinafter called the "**SEVENTH 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 "**SEVENTH PART**".

AND

M/S FORTUNE PARK HOUSING PROJECTS PRIVATE LIMITED (PAN AADCM4592M) a Private Limited Company incorporated on 13/07/1992 bearing CIN :U51909WB1992PTC055934 and having its registered office at B ½ ,Gillander House ,8 N.S Road,Kolkata-700001, West Bengal being represented by Shri Padmanabh Bhartia Son of Shri Rama Shankar Bhartia Director of the Company, by faith Hindu, by occupation business, residing at 14/B, Raja Santosh Road, Alipore, Kolkata-700027, hereinafter called the "**EIGHTH 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 "**EIGHTH PART**".

AND WHEREAS the parties hereto of the **FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH AND SEVENTH PARTS** have agreed to carry on business in partnership under the name & style of "**M/S. PLATINUM HEIGHTS**".

And whereas the **PARTIES** of the **EIGHTH PART** has desired to join the Partnership and the party of the **FOURTH AND SEVENTH PART** has expressed their desire to retire from the Partnership and the **PARTIES HERETO** of the **FIRST, SECOND, THIRD, FIFTH & SIXTH** have agreed to it.

AND WHEREAS THE **PARTIES HERETO** of the **FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, SEVENTH & EIGHT** for diverse good reasons have deem it expedient to reduce the terms and conditions of this partnership in writing.

16 JUL 2022

Debasish Mukherjee
Notary Govt. of India
Siliguri, Karjeeling
Regd No. 13797

①

②

③

④

⑤

⑥

⑦

⑧

NOW THEREFORE THIS DEED OF PARTNERSHIP WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTNERS:-

1. **NAME OF THE FIRM :**

THAT the name and style of Partnership shall be "M/S. PLATINUM HEIGHTS".

2. **COMMENCEMENT, DURATION & OFFICE:**

- i) THAT the partnership business shall be deemed to be commenced with the Original Deed of Partnership i.e., from 16TH Day of January, 2019.
- ii) THAT the partnership shall be one "AT WILL."
- iii) THAT the principal place of partnership business shall be at Platinum Square, Opposite SBI Bank, Siliguri-734005, P.O. & P. S. Siliguri, Dist. Darjeeling, West Bengal.

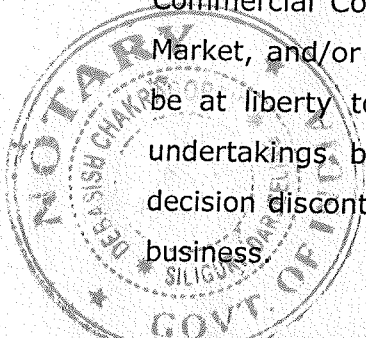
The partners mutually agreeing may open / close branch (es) and /or other office(s) and may mutually agree to shift the principal place of business from time to time.

3. **BUSINESS:**

THAT the NATURE OF BUSINESS shall be that of dealing in any line of business/profession/vocation as Builders, Constructors and Developers of Commercial Complex, Flats, Shops, Factories, Land and its developer, Colonies, Market, and/or in such other commodity (ies) and also the partners shall always be at liberty to embark upon any other line of trade, industry, adventure or undertakings by their mutual consent. The partners hereto may by mutual decision discontinue one line of business of the firm or adopt new line or lines of business.

4. **CAPITAL & FUND:**

- i) THAT the capital of the partnership business shall be contributed by the partners as and when necessary and shall consist of the sum standing to the credit of partners in their respective ledger accounts.
- ii) THAT the parties hereto may by mutual consent, raise loans from any Bank/s, person/s or any other sources, including from Central or State Government/s or any other financial institution/s or any Private Enterprise/s for the purpose of partnership with or without any security.



18 JUL 2022

Notary Govt. of India
Siliguri, Darjeeling
Reg No. 13792

1) Deepika Anand
2) Manjira
3) Parvati Ghosh
4) Ritika Ghosh
5) Alankita Aggarwal
6) Manisha Aggarwal
7) Anjali Kumari
8) Prashant

5. **ACCOUNTS:**

- a) THAT the accounts of the firm shall be adjusted annually on 31st Day of March each year or at any other interval or period, when the profit or loss, as the case may be shall be ascertained and divided amongst the partners according to their share mentioned elsewhere in this deed.
- b) THAT the books of account, if any , together with all other partners and documents shall be kept at the place or places of business of the firm and all the partners shall at reasonable time be entitled to inspect or take copies or extracts thereof.

6. **BANK ACCOUNTS:**

THAT Currents Account/s in the name of the firm may be opened with any Nationalized Bank/s or Private Bank/s and shall be operated under the signature of ANY of the partners.

7. **PROFIT /LOSS OF THE FIRM:**

THAT the Profit or Loss determined at the end of every year, shall belong to and be borne by the partners in following proportion:-

First Part	15 %
Second Part	15 %
Third Part	10 %
Fifth Part	10 %
Sixth Part	25 %
Eighth Part	25 %



8. **DRAWINGS OF PARTNERS:**

THAT each partners may draw out money for personal expenses, which shall be debited to their account and duly accounted for.

1) Deepak Kumar
2) Manish Kumar
3) Parvati Devi
4) Ritish Kumar
5) Avantika Agarwal
6) Manisha Agarwal
7) Anjali Kumari
8) Shanti

16 JUL 2022
Notary Govt. of India
Siliguri, Darjeeling
Regd No. 13192

9. **REMUNERATION /INTEREST TO PARTNERS:**

i) **INTEREST TO PARTNERS:**

That the partners of the firm shall be entitled to receive interest on their Capital invested in the partnership firm as per the mutual consent between them subject to the maximum of 12% p.a. and they will also be liable to pay interest on the debit balances of their Capital account, if any, at the rates to be decided mutually between themselves.

ii) **REMUNERATION /SALARY TO PARTNERS:**

THAT the parties hereto of the FIRST, SECOND, THIRD, FIFTH, SIXTH & EIGHTH PARTS shall be Working Partners of the firm also have agreed to keep themselves actively engaged in conducting the affairs of the business of the firm and manage the working of the firm.

The aforesaid working partners shall be entitled to get remuneration in the following manner:

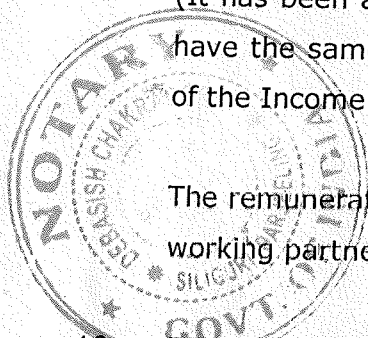
- i> On the first 3, 00,000/- of the book profit : @ 90%
- ii> On the balance of the book profit. : @ 60%

(It has been agreed and between the partners that the terms "Book Profit" shall have the same meaning as it has been defined in explanation 3 to Section 40(b) of the Income Tax Act, 1961.)

The remuneration so derived shall be given/credited in Partnership Ratio to all the working partners.

10. **RIGHT CLAUSE/FORBIDDEN CLAUSE:**

- a) THAT each partner shall be entitled:
 - a. To carry on the partnership business and to do and execute all acts and deeds on behalf of the partnership.
 - b. To employ, dismiss, degrade or promote any employee or the agent of the firm.



Debashis Chakrabarti
Notary Public, India
Siliguri, Darjeeling
Regd No. 13792

1) Drupaa K. Ghosh

2) Manish Chakrabarti

3) Parulita Ghosal

4) Ritika Ghosh

5) Anantika Agaswal

6) Manisha Ghosal

7) Anjani Kumari

8) Shibanta

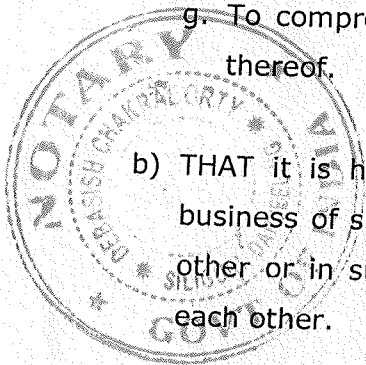
JUL 2022

- c. To submit any dispute relating to the business of the firm to arbitration.
- d. To represent the firm before the Export and Import Authorities, Licensing Authorities, Sales Tax, Income Tax 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 payment from any Govt. or other department and /or private party and to give valid receipt thereof.
- e. To apply for tender papers/documents, to sign and submit them, to negotiate/settle rates, to execute work, to receive payments in any form and to do all incidental matters in connection with above with any Central Govt., State Govt./s, Semi-Govt./s or any other authority and /or private party on firm's behalf.
- f. To apply for the dealership/distributorship/clearing and forwarding agencies of different companies, and to negotiate/finalize the terms and conditions thereof.
- g. To compromise or settle any debt to the partnership and grant discharge thereof.

b) THAT it is hereby agreed upon that the partners will be free to carry on business of similar nature either as proprietary concern or in partnership with other or in such other manner as they deem fit without any objection from each other.

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

d) THAT each partner shall punctually pay and discharge his/her separate debts and liabilities and shall keep the firm and its properties effectually indemnified against the same.



7 8 JUL 2022

Debanshi Chakrabarty
Notary Govt. of India
Siliguri, Darjeeling
Reg. No. 13792

1) [Signature]

2) [Signature]

3) [Signature]

4) [Signature]

5) [Signature]

6) [Signature]

7) [Signature]

8) [Signature]

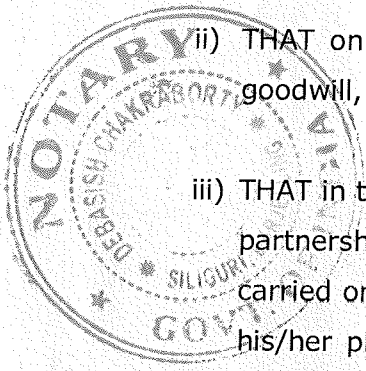
e) THAT each partner shall at all times give to the other partner the true information and faithful explanation of all matters relating to the partnership business.

11. **RETIREMENT/DISSOLUTION:**

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

ii) THAT on retirement, no partner shall be entitled to claim anything towards goodwill, credential etc. of the firm.

iii) THAT in the case of death of any partner during the continuance of the present partnership business, the firm shall not be dissolved but the same shall be carried on by taking into the legal heir/s of the deceased partner as partner in his/her place and stead. In case the legal heir/s is not so willing to join the firm, the surviving partners shall be entitled to carry on the business of the partnership by reconstituting the firm in any manner they like.



Debasis Chakraborty
Notary Govt. of India
Siliguri, Darjeeling
Regd No. 13497

- ① Dipak Kumar
- ② Himadri
- ③ Manoj Kumar
- ④ Ritika Kumar
- ⑤ Anantika Agarwal
- ⑥ Manisha Agarwal
- ⑦ Anjana Kumari
- ⑧ Shreya

6 JUL 2022

12. **OTHER GENERAL CLAUSES:**

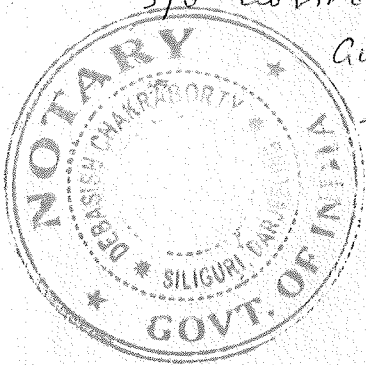
- i) THAT any of the clauses as referred to hereinabove may be altered and/or amended with the mutual consent of the partners.
- ii) Save as aforesaid, the provisions of the Indian Partnership Act, 1932 as it stands amended, revised and modified from time to time shall govern this partnership.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES:

1. Raju Agarwal
 S/o Suresh Agarwal
 Khalpara
 Siliguri

2. Kishor Kumar Agarwal
 S/o Govind Ram Agarwal
 Gunug Baski
 Siliguri



6 JUL 2022

Debashis Chakraborty
 Notary Govt. of India
 Siliguri, Darjeeling
 Regd No. 13792

Debashis Chakraborty

FIRST PARTY

Manoj Kedia

SECOND PARTY

Manoj Kedia

THIRD PARTY

Ritika Kuma

FOURTH PARTY

Aaravika Agarwal

FIFTH PARTY

Manisha Agarwal

SIXTH PARTY

Anjali Kumari

SEVENTH PARTY

Bhakti

EIGHTH PARTY

IDENTIFIED/ATTESTED By Me
Manoj Kedia
 MANOJ KUMAR KEDIA (ADVOCATE)
 SILIGURI, ENROL NO- WB/ 94/ 97