

Pashupati Shah
Notary

(Appointed by Govt. of India)

Serial No. Jan 05/19 Dated 16/01/2019

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



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

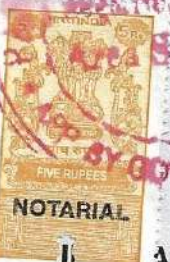
Abhinav

..... Advocate, as to the matters

therein, Presented before me.

I hereby certify to that this is to certify authenticate and Attest that the annexed Instrument 'A'

An Original Deed of Partnership
is enclosed here with



II. I certify that 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 Jan in the year 20 19

Truly Affirmed & Declared
Before me on Identification
16/01/19

Pashupati Shah
NOTARY, SILIGURI

Pashupati Shah
Notary

The executent is/are identified by me :

Abhinav Mittal
Advocate





পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

Z 985159

M/S PLATINUM HEIGHTS
Deepak Kumar Agarwal
Partner

M/S PLATINUM HEIGHTS
Manika
Partner

M/S PLATINUM HEIGHTS
Rishi Kumar
Partner

- :1:-

PARTNERSHIP DEED

M/S PLATINUM HEIGHTS
Rishi Kumar
Partner

M/S PLATINUM HEIGHTS
Aurantiika Agarwal
Partner

M/S PLATINUM HEIGHTS
Manika Agarwal
Partner

THIS PARTNERSHIP DEED MADE ON THIS THE 16th Day OF JANUARY, 2019.

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"**.

Governor Affirmed & Declared
Before me on Identification

Pashupati Shah
NOTARY, SILIGURI

Attorney

SL.NO 34729 Date 11.1.2019

PURCHASER Normal Agreement

Full Address Alga

Total Value 1000

Stamp Purchased from JPG Treasury-1

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

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

W 831252

M/S PLATINUM HEIGHTS

Partner

Deepak Agarwal

M/S PLATINUM HEIGHTS

Partner

Maya Agarwal

M/S PLATINUM HEIGHTS

Partner

Manish Agarwal

M/S PLATINUM HEIGHTS

Partner

Rishu Kumar

M/S PLATINUM HEIGHTS

Partner

Arunika Agarwal

M/S PLATINUM HEIGHTS

Partner

Manish Agarwal

- :2:-

AND

SHRI MRINAL AGARWAL, (PAN AKSPA1033F) Son of Shri Naresh Kumar Agarwal, aged about 33 years, 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"**.

Subscribed, Affirmed & Declared
before me on Identification

Pashupati Shah
NOTARY, SILIGURI

SL NO. 34730 Date 11.1.2019

PURCHASER Meenal Agarwal

Full Address Slg J

Total Value 500

Stamp Purchased from JPG Treasury-1

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

STAMP PURCHASED FROM JPG TREASURY-1
DATE 11.01.2019
PURCHASER MEENAL AGARWAL
FULL ADDRESS SLG J
TOTAL VALUE 500

M/S PLATINUM HEIGHTS
Deepak Agarwal
Partner

M/S PLATINUM HEIGHTS
Mishra
Partner

M/S PLATINUM HEIGHTS
Mamta Agarwal
Partner - :3:-

M/S PLATINUM HEIGHTS
Ritesh Kumar
Partner

M/S PLATINUM HEIGHTS
Awantika Agarwal
Partner

M/S PLATINUM HEIGHTS
Manisha Agarwal
Partner

AND

SMT MAMTA AGARWAL, (PAN AFBPA1459D) Wife of Shri Deepak Kumar Agarwal, aged about 47 years, 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, aged about 44 years, 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, aged about 30 years, 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**".

Substantly Affirmed & Declared
Before me on Identification

Pashupati Shah
NOTARY, SILIGURI

M/S PLATINUM HEIGHTS

Deepale (Signature)
Partner

M/S PLATINUM HEIGHTS

Manikanta (Signature)
Partner

M/S PLATINUM HEIGHTS

Pamta (Signature)
Partner

:4:-

M/S PLATINUM HEIGHTS

Ritish Kumar (Signature)
Partner

M/S PLATINUM HEIGHTS

Arunika Agarwal (Signature)
Partner

M/S PLATINUM HEIGHTS

Manisha Agarwal (Signature)
Partner

AND

SMT. MANISHA AGARWAL (PAN AJEPA5294R) daughter of Gauri Shankar Kithania by faith Hindu, by occupation business, 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"**.

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

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

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.

Affirmed & Declared
Before me on Identification

Pashupati Shah
NOTARY, SILIGURI

Annex 1

M/S PLATINUM HEIGHTS
Deepak Agarwal
Partner

M/S PLATINUM HEIGHTS
Manish Ag
Partner

M/S PLATINUM HEIGHTS
Pamla Howard
Partner

- :5:-

M/S PLATINUM HEIGHTS
Rishu Kumar
Partner

M/S PLATINUM HEIGHTS
Awanika Agarnal
Partner

M/S PLATINUM HEIGHTS
Manisha Howard
Partner

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/ies.

Aratt

Substantively Affirmed & Declared
Before me on Identification

Pashupati Shah
NOTARY, SILIGURI

M/S PLATINUM HEIGHTS
Partner

M/S PLATINUM HEIGHTS
Partner

M/S PLATINUM HEIGHTS
Partner

M/S PLATINUM HEIGHTS
Partner

M/S PLATINUM HEIGHTS
Partner

M/S PLATINUM HEIGHTS
Partner

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 %
Fourth Part	30 %
Fifth Part	10 %
Sixth Part	20 %

Notary Affirmed & Declared
Before me on Identification

Pashupati Shan
NOTARY, SILIGURI

M/S PLATINUM HEIGHTS
Partner
Deepa

M/S PLATINUM HEIGHTS
Partner
Vijaya

M/S PLATINUM HEIGHTS
Partner
Janita

-:7:-

M/S PLATINUM HEIGHTS
Partner
Rishabh

M/S PLATINUM HEIGHTS
Partner
Arunika Aggarwal

M/S PLATINUM HEIGHTS
Partner
Manisha Aggarwal

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.

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, FOURTH AND FIFTH 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 equally to all the working partners.

Aradhya

Subscribed, Affirmed & Declared
Before me on *10/1/19*
Pashupati Shah
NOTARY, SILIGURI

M/S PLATINUM HEIGHTS
Partner
Deepak Kumar

M/S PLATINUM HEIGHTS
Partner
Manish

M/S PLATINUM HEIGHTS
Partner
Manish Kumar

- :8:-

M/S PLATINUM HEIGHTS
Partner
Rishu Kumar

M/S PLATINUM HEIGHTS
Partner
Awanika Agarwal

M/S PLATINUM HEIGHTS
Partner
Manisha Agarwal

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.

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.

Subscribed & Declared
Before
Manish Kumar
Pashupati Shah
NOTARY, SILIGURI



Aut

M/S PLATINUM HEIGHTS
Partner
Deepak Singh

M/S PLATINUM HEIGHTS
Partner
Manish

M/S PLATINUM HEIGHTS
Partner
Pamla Singh

M/S PLATINUM HEIGHTS
Partner
Rishabh

M/S PLATINUM HEIGHTS
Partner
Awanika Agarwal

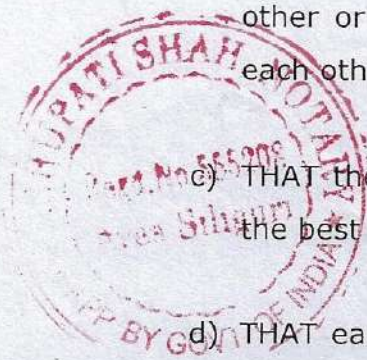
M/S PLATINUM HEIGHTS
Partner
Manisha Agarwal

- :9:-

- 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.
- 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.
- f) THAT no partner without the consent of the other partners shall:
- Employ any of the money, goods or effect or the partnership or pledge the credit thereof except in the ordinary course or business and upon the account or for the benefit of the partnership.
 - Enter into any bond or become bail or surety or security with or for any person or do or knowingly cause or suffer to be done anything whereby the partnership property of any part thereof may be seized, attached or entered or taken into execution.

Authd

Discontinuously Affirmed & Declared
Before me on Identification
26/07/19
Pashupati Shah
NOTARY, SILIGURI



M/S PLATINUM HEIGHTS

Deepak Agarwal

Partner

M/S PLATINUM HEIGHTS

Manisha

Partner

M/S PLATINUM HEIGHTS

Ranika

Partner

M/S PLATINUM HEIGHTS

Ritvik

Partner

M/S PLATINUM HEIGHTS

Aaravika Agarwal

Partner

M/S PLATINUM HEIGHTS

Manisha Agarwal

Partner

- :10:-

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.



Arati

Jointly Affirmed & Declared
Before me on Identification

Arati
Pashupati Shah
NOTARY, SILIGURI

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. Hitesh Sarsodia
40 Ghanshyam Sarsodia
Nehru Road, Khalpara,
Siliguri

2. Ranul Prasad.
S/O Late Mahash Prasad.
Santosie Nagari
Siliguri

M/S PLATINUM HEIGHTS

[Signature]

Partner

FIRST PARTY
M/S PLATINUM HEIGHTS

[Signature]

Partner

SECOND PARTY
M/S PLATINUM HEIGHTS

[Signature]

Partner

THIRD PARTY
M/S PLATINUM HEIGHTS

[Signature]

Partner

FOURTH PARTY
M/S PLATINUM HEIGHTS

[Signature]

Partner

FIFTH PARTY
M/S PLATINUM HEIGHTS

[Signature]

Partner

SIXTH PARTY

Document Affirmed & Declared
Before me for Identification

[Signature]

**Pashupati Shah
NOTARY, SILIGURI**

Identified By Me.
Abhinav Mittal
Advocate
Regn No: 1039/1224 of 2018