

Debasish Chakraborty Notary

(Appointed by Govt. of India)

Serial No. Dated 20

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

NOTARIAL CERTIFICATE

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

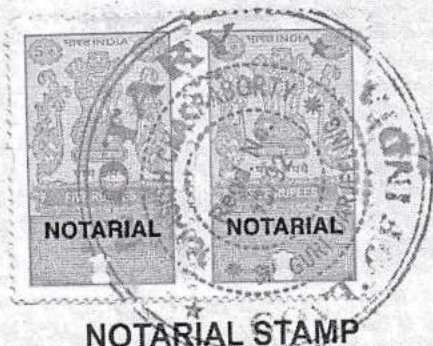
To ALL TO WHOM THESE PRESENT shall come, I, **Sri Debasish Chakraborty**, duly authorised by the Government of India to practice as a Notary do hereby verify, authenticate, certify, attest as under the execution of the instrument annexed hereto collectively marked 'A' on its being executed, admitted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

One set of instrument

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 the ... *05* day of *Oct* in the of year 20*21*

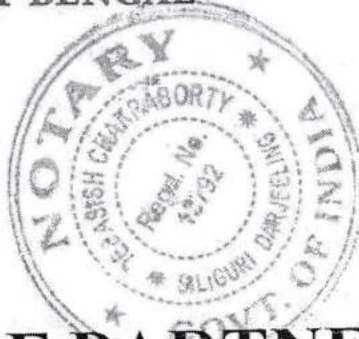


05 OCT 2021
Debasish Chakraborty
Notary Govt. of India
Debasish Chakraborty
Regd No. 13792
Notary Govt. of India
The executants is/are identified by me
Plm



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AE 995298



DEED OF PARTNERSHIP

THIS DEED of Partnership is made at Siliguri on this 22nd day of September 2021

[Handwritten signature]

Rakesh Agarwal.

Elison,

Sh. Madan

05 OCT 2021

Shilpi Patra



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AB 526503

Ajit P.

Rajni Agarwal.

Beiran

Madhavi Thakur

Sh. K. Ray

Sh. K. Ray

Sabhi K. Thakur

श्री. अजित कुमार



by and between:

SRI AJIT KUMAR AGARWAL (ACFPA2427G), son of Late Rajkumar Agarwal , Hindu by faith, business by occupation, residing at present at "USHA VILLA", Lala Lajpat Roy Road, Ashrampara , P.O. & P.S. Siliguri in the District of Darjeeling, hereinafter called the "**FIRST PARTY**" (Which expression shall mean and include unless excluded by or repugnant to the context his heirs, successors, legal representatives, executors, administrators and assigns) of the '**FIRST PART**'

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AND

SMT. RAKHI AGARWAL (AFTPA3213R), Wife of Sri Ajit Kumar Agarwal , Hindu by faith, business by occupation, residing at present at "USHA VILLA" ,Lala Lajpat Roy Road, Ashrampara , P.O. & P.S. Siliguri in the District of Darjeeling, hereinafter called the "**SECOND PARTY**" (Which expression shall mean and include unless excluded by or repugnant to the context his heirs, successors, legal representatives, executors, administrators and assigns) of the '**SECOND PART**

AND

SRI SAURABH EIRAN (AAYPE6083B), son of Sri Suresh Agarwal , Hindu by faith, business by occupation, residing at present at Shyam Vatika, Block-C, 2nd Floor, Sevoke Road, Siliguri in the District of Darjeeling, hereinafter called the "**THIRD PARTY**" (Which expression shall mean and include unless excluded by or repugnant to the context his heirs, successors, legal representatives, executors, administrators and assigns) of the '**THIRD PART**'.

AND

SMT. MADHABI THAKUR (AGXPT9753C), wife of Sri Bhagwan Thakur , Hindu by faith, business by occupation, residing at Utpal Nagar, Champasari, hereinafter called the "**FOURTH PARTY**" (Which expression shall mean and include unless excluded by or repugnant to the context his heirs, successors, legal representatives, executors, administrators and assigns) of the '**FOURTH PART**'.

AND

[Signature]

Rakhi Agarwal.

[Signature]

Madhavi Thakur

[Signature]

[Signature]

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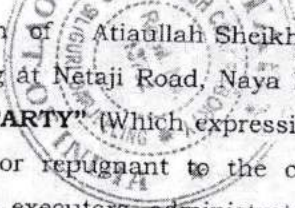
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Sukhita Bhatnagar

[Signature]

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

15 OCT 2021



MD. JAHUR (AADPZ7211K), son of **Atiaullah Sheikh**, Muslim by faith, business by occupation, residing at **Netaji Road, Naya Basti, Champasari**, hereinafter called the "**FIFTH PARTY**" (Which expression shall mean and include unless excluded by or repugnant to the context his heirs, successors, legal representatives, executors, administrators and assigns) of the '**FIFTH PART**'.

AND

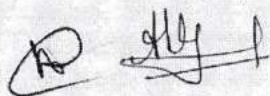
SRI BHOLA MAJUMDAR (AJPPM4043F), Son of **Ramakant Majumdar**, Hindu by faith, business by occupation, residing at **Bhanu Bhakta Sarani By Lane, Pradhan Nagar**, in the District of **Darjeeling - 734001**, hereinafter called the "**SIXTH PARTY**" (Which expression shall mean and include unless excluded by or repugnant to the context his heirs, successors, legal representatives, executors, administrators and assigns) of the '**SIXTH PART**'.

AND

SMT. SABITRI PATHAK (BVYPP3949K), daughter of **Sri Gulab Jha**, Hindu by faith, business by occupation, residing at **Rajendra Nagar, Ward No 1, Siliguri**, in the District of **Darjeeling**, hereinafter called the "**SEVENTH PARTY**" (Which expression shall mean and include unless excluded by or repugnant to the context his heirs, successors, legal representatives, executors, administrators and assigns) of the '**SEVENTH PART**'.

AND

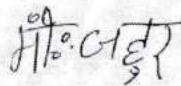
SRI BINOD PRASAD JAISWAL (AFBPJ3132J), son of **Ramchandra Jaiswal**, Hindu by faith, business by occupation, residing at **Prafulla Nagar, Champasari**, In The District Of **Darjeeling**, hereinafter called the "**EIGHTH PARTY**" (Which expression shall mean and include unless excluded by or repugnant to the context his heirs, successors, legal representatives, executors, administrators and assigns) of the '**EIGHTH PART**'.

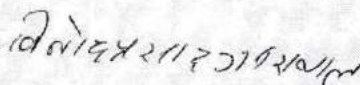


Madhavi Thakur

Sabitri Pathak

Rakesh Agarwal





Beiran

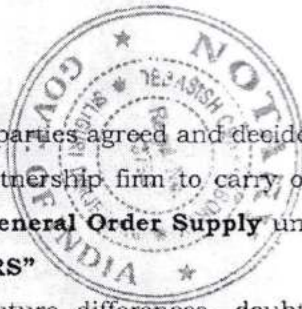
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Bhola Majumdar


Debasish Chakraborty

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

05 OCT 2021



WHEREAS the above named parties agreed and decided between themselves to form and constitute a partnership firm to carry on the **business of all type of Construction and General Order Supply** under the trade name of styles of **"UNITY BUILDERS"**

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

NOW THIS INDENTUE WITNESSETH THAT the above named parties having mutually and voluntarily agreed decided to form and constitute a partnership firm between themselves for the purpose of carrying on the **all type of Construction and General order business**, under the trade name of styles of **"UNITY BUILDERS"** under the following terms and conditions of partnership.:

(1) NAME OF THE FIRM:-

That the name and style of partnership shall be **"UNITY BUILDERS"**.

(2) COMMENCE, DURATION & OFFICE:-

THAT the partnership thus constituted shall be deemed to have commenced from this day, month and year first about mentioned.

THAT the partnership shall be a partnership at **WILL** and **SHALL** continue till such time as the parties hereof shall agree.

THAT the principal place of business shall be situated at Ground Floor, Star Royal, Nayabasti, Besides Kali Mandir, Champasari, Siliguri -734003, Dist Darjeeling or at such other places as the parties may decide from time to time.

(3) BUSINESS :-

THAT the business of the Partnership shall be business of all types of construction, Development and General Order Supply. The partners may mutually agree embark upon new line of business/es.

[Signature]
Madhavi Thakur

Ravi Agarwal.

[Signature]
Shri. Manoj
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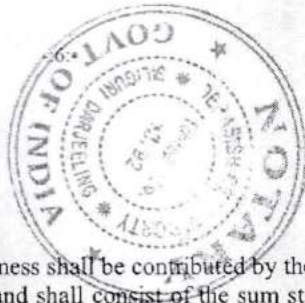
[Signature]

Sabitri Patra

20/10/2021

[Signature]
Debasish Chakraborty
Notary Govt. of India
Siliguri, Darjeeling
Regd No. 13797

05 OCT 2021



(4) CAPITAL AND FUNDS :-

THAT the capital of the partnership business shall be contributed by the partners as and when necessary, as mutually agreed by them and shall consist of the sum standing to the credit of partners in their respective ledger accounts.

THAT the firm shall be entitled to raise loan from the purpose of partnership business from any Nationalized Bank, Financial Institution, Central or State Government and/or private party on interest with mutual consent of partners jointly with or without security.

(5) PROFITS & LOSS OF THE FIRM :-

That interest at the rate of 12% per annum or as may be prescribed under section 40(b)(iv) of the Income-tax Act, 1961 or any other applicable provisions as may be in force in the income-tax assessment of the partnership firm for the relevant accounting period or at a lower rate as may be agreed to by and between the parties from time to time shall be paid to the partners or credited to the partners on the amount standing to the credit of the account of the partners.

Such interest shall be considered as an expenditure of the firm and shall be debited to the Profit & Loss Account of the firm before arriving at the divisible profit or loss. The interest to persons other than partners shall be paid or credited to their accounts at the rate or rates as may be agreed to by and between the partners and such persons from time to time.

That all the partners have agreed to keep themselves actively engaged in conducting the affairs of the business of the partnership firm. The said partners shall be working partners. It is hereby agreed to that in consideration of the said parties keeping themselves actively engaged in the business of the partnership firm and working as working partners, shall be entitled to remuneration.

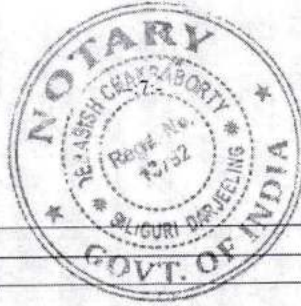
The remuneration payable to the said working partners shall be computed in the manner laid down or deduction under section 40(b)(v), read with Explanation 3 of the Income-tax Act, 1961 or any other applicable provision as may be in force in the income-tax assessment of the partnership firm for the relevant accounting year. Such amount of remuneration shall be distributed between the said working partners as per their ratio.

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The partners shall be entitled to increase or reduce the above remuneration. The partners may also agree to revise the mode of calculating the above said remuneration as may be agreed to by and between the partners from time to time.

That the net profit of the partnership firm after deduction of all expenses including rent, salaries, other establishment expenses, interest and remuneration payable to the partners in accordance with this deed of partnership or any supplementary deed as may be executed by the partners from time to time, shall be divided and distributed amongst the partners in the following proportion:

Madhavi Thakur
Sabita Patil
Rakesh Agarwal
Debasish Chakraborty
Beirani
Sh. K. ...
Page 6 of 10
Debasish Chakraborty
Govt. of India



Sr. No.	Name of Partner	Sharing Ratio
1	Ajit Kumar Agarwal	12.50%
2	Rakhi Agarwal	12.50%
3	Saurabh Eiran	12.50%
4	Madhabi Thakur	12.50%
5	Md. Jahur	12.50%
6	Bhola Majumdar	12.50%
7	Sabitri Pathak	12.50%
8	Binod Prasad Jaiswal	12.50%

The losses, if any, including loss of capital suffered in any year shall also be apportioned in the above said proportion.

(6) RETIEMENT/DISSOLUTION: -

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

That notwithstanding anything contained in the Indian Partnership Act it is hereby mutually agreed to by and between the parties that in case of death of any one or more partners, the firm shall not be dissolved but shall continue to be carried on by and between the surviving partners and legal heirs and/or representatives of the deceased partner, as a continuing concern, on the same terms and conditions as incorporated in this Deed or on such terms and conditions as may be agreed to by and between them from time to time. It is hereby further clarified that it shall be deemed as change in constitution and not succession.

(7) BANK ACCOUNT:-

That the bank account or accounts have been and shall be maintained in the name of the firm and shall be operated any one of the partners.

(8) ACCOUNTS:-

That the parties shall keep or cause to be kept proper books of account and documents and shall make entries therein of all receipts, payments and other matters as is usually done and entered in the books of account kept by persons engaged in business similar to that of the firm. Each partner shall have a right to have access to and to inspect and take copy of the same.

[Signature]
Madhavi Thakur

Rakhi Agarwal

[Signature]

Sabitri Pathak

[Signature]

[Signature]
Binod Prasad Jaiswal

That the books of account shall be closed on 31st day of March each year. The net profit or loss after deducting all expenses, interest, remuneration, outgoings shall be divided between the parties in proportion to the sharing ratio referred to hereinabove.

(9) RIGHT CLAUSE/FORBIDDEN CLAUSES: -

That the parties hereto shall be true and faithful to each other and shall not do or cause to be done anything which may be detrimental to the interest of the firm.

That with respect to any matter connected with the affairs of the firm, which is not specifically provided for herein, the partners may make such agreements therefore and may set in such manner with regard thereto as may be agreed upon by and between themselves.

That if the partners deem proper and, in their interest, they may admit any other person or persons as partners on the terms and conditions as may be mutually agreed amongst themselves.

That the partners to this deed are partners in their individual capacity. The parties do not represent any other person.

All bonds, bills, notes, bills of exchange, hundies or promissory notes or other securities given on behalf of the partnership (except cheques) shall be signed, endorsed, accepted or executed jointly by all the partners and any bond, bill, note, bill of exchange, etc. to which any partner may be a party contrary to this provision shall be deemed to have been on the personal account of such partner and he shall pay and discharge the same out of his own moneys and indemnify other partners and the firm against payment thereof and against all actions, proceedings, costs, charges, expenses, claims and demands in respect thereof.

That the partners shall be entitled to modify the above terms relating to remuneration, interest, etc. payable to partners by executing a supplementary deed and such deed when executed shall have effect unless otherwise provided from the first day of accounting period in which such supplementary deed is executed and the same shall form part of this deed of partnership.

THAT each of the partner shall have full authority to institute, prosecute, defend, discontinue, withdraw and compromise any suit or other legal proceedings in any Civil Court or before Income Tax, Commercial Tax Authorities or other Authorities or in any other office or court and to sign, verify and present any plaint petition, written statement, return, application for revision, memorandum of appeal and any other documents and to file tender agreement, quotation etc. and to receive, withdraw, demand and recover any money or dues of the firm from any office court, corporation, Bank, Central and State Governments, Society, Railways or any other body or individual and to appoint, empower or remove any legal practitioner and to execute all acts and deeds on behalf of the firm and bind other partners in all matters relating to partnership always in good faith and to keep other partners fully informed, about them.

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Rakesh Agarwal

Suram

Madhavi Thakur

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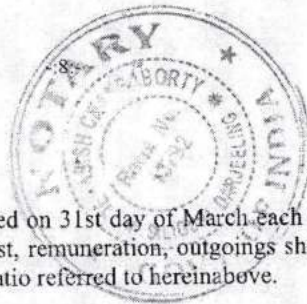
Shikha Mehta

Sakshi Khatk

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OCT 2021



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That with respect to any matter connected with the affairs of the firm, which is not specifically provided for herein, the partners may make such agreements therefore and may set in such manner with regard thereto as may be agreed upon by and between themselves.

That if the partners deem proper and, in their interest, they may admit any other person or persons as partners on the terms and conditions as may be mutually agreed amongst themselves.

That the partners to this deed are partners in their individual capacity. The parties do not represent any other person.

All bonds, bills, notes, bills of exchange, hundies or promissory notes or other securities given on behalf of the partnership (except cheques) shall be signed, endorsed, accepted or executed jointly by all the partners and any bond, bill, note, bill of exchange, etc. to which any partner may be a party contrary to this provision shall be deemed to have been on the personal account of such partner and he shall pay and discharge the same out of his own moneys and indemnify other partners and the firm against payment thereof and against all actions, proceedings, costs, charges, expenses, claims and demands in respect thereof.

That the partners shall be entitled to modify the above terms relating to remuneration, interest, etc. payable to partners by executing a supplementary deed and such deed when executed shall have effect unless otherwise provided from the first day of accounting period in which such supplementary deed is executed and the same shall form part of this deed of partnership.

THAT each of the partner shall have full authority to institute, prosecute, defend, discontinue, withdraw and compromise any suit or other legal proceedings in any Civil Court or before Income Tax, Commercial Tax Authorities or other Authorities or in any other office or court and to sign, verify and present any plaint petition, written statement, return, application for revision, memorandum of appeal and any other documents and to file tender agreement, quotation etc. and to receive, withdraw, demand and recover any money or dues of the firm from any office court, corporation, Bank, Central and State Governments, Society, Railways or any other body or individual and to appoint, empower or remove any legal practitioner and to execute all acts and deeds on behalf of the firm and bind other partners in all matters relating to partnership always in good faith and to keep other partners fully informed, about them.

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Rakesh Agarwal.

[Handwritten signature]

Madhav Thakur

[Handwritten signature]

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Sahil Kumar

[Handwritten signature]

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05 OCT 2021

05 OCT 2021

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

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(SEVENTH PARTY)

Saty Bhatt

(SIXTH PARTY)

Rohit Mishra

(FIFTH PARTY)

Dr. Chitra

(FOURTH PARTY)

Madhav Karm

(THIRD PARTY)

Barun

(SECOND PARTY)

Ravi Agarwal

(FIRST PARTY)

Shy

IN WITNESS WHEREOF the parties to this deed have set their hands on the day and year first above written and in the presence of:

That all disputes and questions in connection with the partnership or this deed arising between the partners or between any one of them or their legal representatives and whether during or after the partnership, shall be referred to the arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 then in force.

THAT no partner shall sale, assign, mortgage or otherwise transfer his/her share in the partnership to the outsider without the consent of all the partners hereto. In case any partner desires to sale, assign transfer or mortgage his/her share or any part thereof in partnership he/she shall first offer the same to the existing partner or partners and if none of the existing partner or partners are interested in the said assignment and/or otherwise to transfer, the said transferring partner may then with the consent of all the other partners sale, assign, mortgage or otherwise transfer his/her or any part of his/her share in the partnership to the outsider.

THAT no partner shall without the consent of the other partners release or compound any debt owing to the Firm or deminish security to the firm without receiving the full amount thereon or lend any money or goods otherwise than in the usual course or the business or anything which may caused hardship to or go against the interest or the business or the firm.





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(EIGHTH PARTY)

WITNESSES;

1. Ranjit Roy
Malgaon, Siliguri

Drafted, read over and explained by me and typed in my office.

(Sanjib Hansaria, F.C.A)

2. Vivek Bora
Siliguri.

Identified by me

Advocate, Siliguri

Debashil Chakraborty
Notary Govt. of India
Siliguri, Dist. Jalpaiguri
Regd No. 13792

05 JUL 2021