

Pashupati Shah
Notary

(Appointed by Govt. of India)

Serial No. July Dated 15/07/20



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 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
as enclosed in the next sheet

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 15th day of July in the year 2020

Solemnly Affirmed & Declared
Before me on Identification

Pashupati Shah
NOTARY, SILIGURI

Pashupati Shah
Notary



The executent/s is/are identified by me :

Nikhil Shah
Advocate



पश्चिम बंगाल WEST BENGAL

AG 048434



- :1:-

DEED OF ADMISSION & PARTNERSHIP

THIS DEED MADE ON THIS THE 15 th Day OF July , 2021.

Solemnly Affirmed & Jecia rec
Before me on Identification

Pashupati Shah
NOTARY, SILIGURI

Dimple Agarwal

Manoj Agarwal

Elites Agarwal

Rishi Agarwal

Manoj Kumar Agarwal

Surita Agarwal

Anita Mittal

Rajesh Kumar Agarwal

Sushil Mittal

No. NU 5675 Date 30.6.2021

PURCHASER Amilalika Developers

Full Address _____

Total Value 1.00 /

Stamp Purchased from JPG Treasury-1

Handwritten initials

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



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भारतीय गैर न्यायिक

पचास
रुपये
रु.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AC 529482



- :2:-

DEED OF ADMISSION & PARTNERSHIP

THIS DEED MADE ON THIS THE 15th Day OF July , 2021.

Solemnly Affirmed & Jeciated
Before me on Identification

Pashupati Shah
NOTARY, SILIGURI

1) Dimpal Singh

2) Harinath

3) Balika Agarwal

4) Dishu Agarwal

5) Mahoj Kumar Agarwal

6) Sunita Agarwal

7) Anika Mishra

8) Rajesh Kumar Agarwal

9) Sushil Mishra

No. NO 5067 Date 30.6.2021

PURCHASER Amilaka Xeroxers

Full Address _____

Total Value 50/-

Stamp Purchased from JPG Treasury-1 *AB*

STAMP VENDOR
JAYA RANI DAS
Licence No.1 of 99-2000
1st Fl. DSP Office, Rajahmundry

884828 01



DEPT. OF ADMISSON & MATRICULATION

THIS DEPT. HAVE GOT THE MARK OF THIS

[Faint handwritten notes and signatures in the bottom section of the page, including names like 'Jaya Rani Das' and other illegible text.]



SHRI DEEPAK KUMAR AGARWAL, (PAN ACZPA4957D) Son of Late Shyam Sundar Agarwal, aged about 52 years, Hindu by Religion, Business by occupation, residing at Model Town, Pranami Mandir Road, Siliguri- 734001 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**".

AND

SHRI MRINAL AGARWAL, (PAN AKSPA1033F) Son of Shri Naresh Kumar Agarwal, aged about 35 years, Hindu by Religion, Business by occupation, residing at Cigarate Company Compound, S.F Road, Siliguri 734005 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**".

AND

SMT BABITA AGARWALA, (PAN AFJPA2293R) Daughter of Shri Madanlal Agarwala, aged about 53 years, Hindu by Religion, Business by occupation, residing at Kalinath Road, Khalpara, 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 RISHI AGARWAL, (BYPPA7512K) Son of Shri Binod Kumar Agarwal, aged about 23 years, Hindu by Religion, Business by occupation, residing at 4C Maple View, Siliguri-734001 in the State of West Bengal, 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**".

solemnly Affirmed & Executed
Before me on Identification
Pashupati Shah
NOTARY, SILIGURI

Deepak Kumar Agarwal

Mrinal Agarwal

Babita Agarwal

Rishi Agarwal

Meenakshi Agarwal

Sumita Agarwal

Anjali Mishra

Rajeev Kumar Agarwal

Sushil Mishra



AND

SHRI MANOJ KUMAR AGARWALA, (ACVPA7628R) Son of Late Amilal Agarwala, aged about 53 years, Hindu by Religion, Business by occupation, residing 55, M.R Road, Khalpara, 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 her heirs, successors, executors, legal representatives, administrators and assigns) of the "**FIFTH PART**".

AND

SMT SUNITA AGARWAL, (ACCPA4475H) Wife of Sanjib Agarwal, aged about 46 years, Hindu by Religion, Business by occupation, residing at M.R Road, Khalpara, Siliguri-734005 View, Siliguri-734005 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 her heirs, successors, executors, legal representatives, administrators and assigns) of the "**SIXTH PART**".

AND

SMT ANITA MITRUKA, (AKUPM5770B) Wife of Shri Sushil Mitruka, aged about 54 years, Hindu by Religion, Business by occupation, residing at E-0601 Uttorayan Township Matigara-734010 in the State of West Bengal, hereinafter called the "**SEVENTH 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 "**SEVENTH PART**".

Solemnly Affirmed & Sworn
Before me on Identification.
Pashupati Shah
NOTARY, SILIGURI

AND

SHRI RAJESH KUMAR AGARWAL, (ACCPA3270C) Son of Shri Ramotar Agarwal, aged about 52 years, Hindu by Religion, Business by occupation, residing at Burdwan Road Siliguri-734005 in the State of West Bengal, hereinafter called the "**EIGHTH 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 "**EIGHTH PART**".

Ramotar Agarwal

Amilal

Balata Agarwal

Dishi Agarwal

Manoj Kumar Agarwal

Sunita Agarwal

Anita Mitruka

Rajesh Kumar Agarwal

Sushil Mitruka



:-5:-

AND

J J AVASHAN PVT LTD alias **J.J ABASHAN PVT LTD** , (PAN : AAACJ7929G) a Private Limited Company incorporated on 30/04/2002 bearing CIN U55101WB2002PTC049351 and having its registered office at 159,Rabindra Sarani,Kolkata-700007 represented by Mr Sushil Mitruka S/o Late Neemchand Mitruka Director of the Company , hereinafter called the "NINTH 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 "**NINTH PART**

AND WHEREAS the parties hereto of the **FIRST, SECOND, THIRD , FOURTH,FIFTH , SIXTH,SEVENTH & EIGHTH PARTS** were Carrying on Business in partnership under the name & Style of "**AMILALKA DEVELOPERS**" as from the day of **15/12/2020** under and by virtue of the deed of partnership dated the **15th Day of December 2020** entered into between them.

AND WHEREAS the **PARTIES OF THE NINTH PART** has desired to join the Partnership Firm and the **PARTIES HERETO OF THE FIRST,SECOND,THIRD, FOURTH,FIFTH,SIXTH,SEVENTH & EIGHTH** have agreed to it.

The existing Partners hereby admit **the NINTH PART** as a New Partner along with the existing Partners of the Said Part carried on or in the name of **M/s AMILALKA DEVELOPERS** as from the th day of **2021**

AND WHEREAS THE PARTIES HERETO of the **FIRST, SECOND, THIRD, FOURTH,FIFTH , SIXTH,SEVENTH , EIGHTH & NINTH PART** 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:-

Solemnly Affirmed & Approved
Before me on Identification
Pashupati Shah
NOTARY, SILIGURI

Dinesh Kumar Aggarwal
Himanch
Babita Aggarwal
Rishi Aggarwal
Manoj Kumar Aggarwal
Sunita Aggarwal
Anil Mitruka
Rajendra Kumar Aggarwal
Sushil Mitruka



1. NAME OF THE FIRM :

THAT the name and style of Partnership shall be **"AMILALKA DEVELOPERS"**.

2. COMMENCEMENT, DURATION & OFFICE:

i) THAT the partnership business shall be deemed to be commenced with the Original Deed of Partnership i.e., from 15th Day of December, 2020.

ii) THAT the partnership shall be one "AT WILL."

iii) THAT the principal place of partnership business shall be at C/o Ganesh Steel Syndicate, 2.5 Mile, Sevoke Road, Siliguri-734001, P.O. Sevoke Road & P.S. Bhaktinagar, Dist. Jalpaiguri, 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) JJ Avashan Pvt Ltd (Ninth Part) will contribute 59.45 Kathas of land forming Part of R.S Plot No 80/777,80/780,82,83 and LR Plot No-8,11 recorded in RS Khatian No. 90/1 and LR Khatian No-192 situated within Mouza Dabgram RS Sheet No 8 and LR Sheet No-24 P.S Bhaktinagar, Dist Jalpaiguri as Capital in Partnership firm

Solemnly Affirmed to the Deceitful Before me on Identification.
Pashupati Shah
NOTARY, SILIGURI

Dimple
Himal
Balita Agnewal
Rishi Agnewal
Manoj Kumar Agnewal
Sumita Agnewal
Anil Mishra
Rajesh Kumar Agnewal
Sushil Mishra



iii) 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.

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 after deducting 1% of the Turnover as given to FIRST PART for looking after the affairs of the Firm, shall belong to and be borne by the partners in following proportion:-

First Part	11.00 %
Second Part	11.00 %
Third Part	10.75 %
Fourth Part	10.75 %
Fifth Part	10.75 %
Sixth Part	10.75 %
Seventh Part	10.00 %
Eighth Part	11.00 %
Ninth Part	14.00 %

Solemnly Affirmed & Executed
Before me on Identification.
Pashupati Shah
NOTARY, SILIGURI

Darshan Chatterjee

Hirish

Balita Agarwal

Dishi Agarwal

Mukesh Kumar Agarwal

Surita Agarwal

Anita Mishra

Rajni Kumar Agarwal

Sushil Mishra



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,THIRD, FOURTH,FIFTH,SIXTH ,SEVENTH & 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 equally 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 such as execution of Purchase and Sale Deed on behalf of Firm

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Before me on Identification

Pashupati Shah
NOTARY, SILIGURI

Deepa Singh

Hirish

Balita Agnwal

Dishi Agnwal

Maheshwar Agnwal

Smriti Agnwal

Anil Mehta

Rajiv Kumar Agnwal

Sushil Mehta



- 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, Goods & Service 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 represent the firm before the SJDA, Siliguri Municipal Corporation and other Government Authorities regarding submission of papers for Building Plan, LUCC, Fire License, Aviation License, KhataIn & others
- f. 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.
- g. To apply for the dealership/distributorship/clearing and forwarding agencies of different companies, and to negotiate/finalize the terms and conditions thereof.
- h. To compromise or settle any debt to the partnership and grant discharge thereof.

solemnly Affirmed & Jected
Before me on Identification
Pashupati Shah
NOTARY SILIGURI

Deventra - Agrawal

Himanshu

Balita Agrawal

Rishi Agrawal

Manoj Kumar Agrawal

Smriti Agrawal

Pragmita

Rajesh Kumar Agrawal

Sushil Kumar



- 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:
 - a. 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.
 - b. 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.

Solemnly Affirmed & Subscribed
Before me on Identification
Pashupati Shah
NOTARY, SILIGURI

Pashupati Shah

Manoj Kumar Agarwal

Baljit Singh

Rishi Agarwal

Manoj Kumar Agarwal

Sunil Agarwal

Anil Kumar

Rajesh Kumar Agarwal

Sushil Kumar



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.

12. **OTHER GENERAL CLAUSES:**

- i) THAT any of the clauses as referred to hereinabove may be altered and 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.

Solemnly Affirmed & Prepared
Before me on Identification
Pashupati Shah
NOTARY, SILIGURI

Deepna Mitra

Himali Das

Balita Agardal

Rishi Agardal

Munooj Khatun Agardal

Sanita Agardal

Anil Mitra

Rajendra Kumar

Sushil Mitra

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



WITNESSES:

1.

Deepale K Agarwal

FIRST PARTY

Haini K

SECOND PARTY

2.

Balita Agarwal

THIRD PARTY

Rishi Agarwal

FOURTH PARTY

Manoj Kumar Agarwal

FIFTH PARTY

Sunita Agarwal

SIXTH PARTY

Pran Mittra

SEVENTH PARTY

Rajendra Kumar Agarwal

EIGHTH PARTY

Sushil Mittra

NINTH PARTY

Solemnly Affirmed & Declared
Before me on Identification

Pashupati Shah
NOTARY, SILIGURI

Deepale K Agarwal
17/11/20