Pashupati Shah Notary (Appointed by Govt. of India)

Serial No. ..... Dated Zan

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

NOIAMIAECLI	MILLIONIL
(Pursuant to section 8 of the	Notaries Act. 1952)
TO ALL TO WHOM THESE PRESENTS shall comby the Government of India to practice as a Nota attest as under the execution of the instrument at Its being executed, admitted and identified by the Sri/Smt	ary do hereby verify, authenticate, certify, innexed hereto collectively marked 'A' on the respective signatories and as also by
An Original	Deed of Pootneship
on enclosed	in the next sheet
PRIMA FACIE the annexed instrument 'A' appea	ars to be usual procedure to serve and
avail as needs or occasion shall or may required fo	rthe same.
In faith and testimony where of being required of	of a Notary, I, the said Notary do hereby
subcribe my hand and affix my seal of office at S	
in the year 20	Before me on Identification
SHAM SHAM	Pashupati Shah JOTARY, SILIGURI

Pashupati Shah Notary

The executentls is/are identified by me:

Advocate



शन्त्रभावका परिवास बंगाल WEST BENGAL Regd No. 5552/89 trea Siliguri

AG 048434

-:1:-

# **DEED OF ADMISSION & PARTNERSHIP**

THIS DEED MADE ON THIS THE IS th Day OF TOLY

solemniv Attirined & Before me on Identific

Pashupati Snah JOTARY, SILIGURI

PURCHASER Amilalka Xeveloper &
Full Address
Total Value 1.00
Stamp Purchased from JPG Treasury-1
TOTAL

STAMP VENDOR JAYA RANI DAS Licence No.1 of 99-2000 Addi DSR Office, Raigent, Jakoatour



পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

Regd No. 5552/ge

AC 529482

- :2:-

# **DEED OF ADMISSION & PARTNERSHIP**

THIS DEED MADE ON THIS THE IST th Day OF JULY , 2021.

Breef Against Mehrur Hydry July Banks.

Share ministe Against.

PURCHASER Amilalka Yourlofe's 8

Full Address

Total Value SO/
Stamp Purchased from JPGTreasury-1

STAMP VENDOR

JAYA RANI DAS

Licence No.1 of 99-2000

1441 OSR Offlee, Raigani, Jaluatgur

184659 01

THERETON A MOTERANDA SO USED

ALTERNATION OF THE PARTY OF THE



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

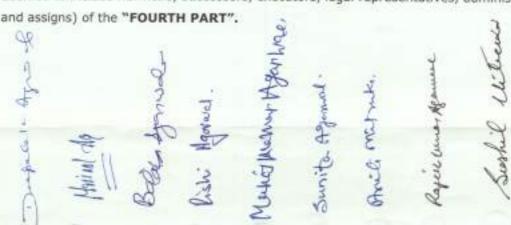
SHRI MRINAL AGARWAL, (PAN AKSPA1033F) Son of Shri Naresh Kumar Agarwal, aged about 35 years, Hindu by Religion, Business by occupation, residing at Cigarate Company Compound, S.F. Road, Siliguri 734005 in the State of West Bengal, hereinafter called the "SECOND PARTY" (Which expression shall unless excluded 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 Madanial 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"





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

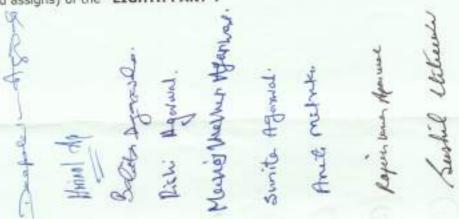
SMT SUNITA AGARWAL, (ACCPA4475H) Wife of Sanjib Agarwal, aged about 46 years, Hindu by Religion, Business by occupation, residing at M.R Road, Khalpara, Siliguri-734005 View, Siliguri-734005 in the State of West Bengal, hereinafter called the "SIXTH PARTY" (Which expression shall unless excluded by or 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".

### 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".





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"

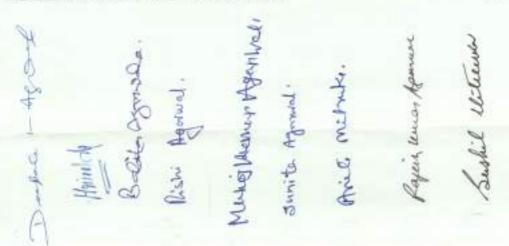
AND WHEREAS the parties hereto of the FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, SEVENTH & EIGHTH PARTS were Carrying on Business in partnership under the name & Style of "AMILALKA DEVELOPERS" as from the day of 15/12/2020 under and by virtue of the deed of partnership dated the 15<sup>th</sup> Day 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 "h 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 HERBY GUARAGREED BY AND BETWEEN THE PARTNERS:-





# NAME OF THE FIRM:

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

# 2. COMMENCEMENT, DURATION & OFFICE:

- THAT the partnership business shall be deemed to be commenced with the Original Deed of Partnership i.e., from 15<sup>th</sup> 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.

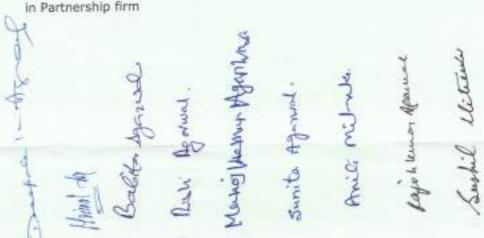
#### 3. BUSINESS:

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:

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 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



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/les.

#### 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.

#### PROFIT /LOSS OF THE FIRM:

First Part

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:-

11.00 %

	rustrait	11.00 70				
	Second Part	11.00 %				Lot
	Third Part	10.75 %				& Jeciare
	Fourth Part	10.75 %		-	W Athranies	antification
	Fifth Part	10.75 %		-oremin	e me	8 Jeciares entificiatio
	Sixth Part	10.75 %		Bo	( 0	asnupali SILIGUR
	Seventh Part	10.00 %			10	asnupati Snah TARY, SILIGUR
	Eighth Part	11.00 %				
	Ninth Part	14.00 %				3
*		25			3	É
1	9	2	*	3	1	3
4	. 2	- 5	1	3	he	4
	to	P. S.	2	5	9	2
- 1	4	3	4	3	3	4
9	= 1	4 3	5	47	- 1	13
4	-= 1 0	3 9	香	13	3	A.
1	るりを	3	vã	0	1	
10		Z				

DRAWINGS OF PARTNERS 8.

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

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

#### INTEREST TO PARTNERS: i)

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.

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

FIRST, SECOND, THIRD, the THAT the parties hereto of PARTS shall be Working FOURTH, FIFTH, SIXTH , SEVENTH & EIGHTH 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:

> : @ 90% 1> On the first 3, 00,000/- of the book profit : @ 60% On the balance of the book profit.

(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 workingclares Solemniy Affirmed partners.

#### RIGHT CLAUSE/FORBIDDEN CLAUSE: 10.

a) THAT each partner shall be entitled:

Pashupati Shah a. To carry on the partnership business and to do and execute all and deeds on behalf of the partnership such as execution of Purchase and Sale

Deed on behalf of Firm

- 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.

Belief As Brown of British Agrinal.

Riching Hadrich Agrillone
Sunita Agrimmal:

Anita Agrimmal:

Another Agrimmal:

Another Welling.

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 ball 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, attagled or taken into execution.

Breit Agonad.

Breit Agonad.

Breit Agonad.

Brite Agonad.

Brite Agonad.

Brite Agonad.

Brite Agonad.

TION! Area Suigesi

11. RETIREMENT/DISSOLUTION

i) THAT none of the partners shall be entirled 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.

- 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.

Baleis Agrasse.

Bellie Hepmad.

Butter Hgomed.

Sunita Agomed.

Agree Michael.

Ropert leave yours.

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

WITNESSES:

1.

POLT OF IN

FIRST PARTY

SECOND PARTY

2.

THIRD PARTY

Rishi Agarwal. FOURTH PARTY

Manoi Kenny Hoor Love.

FIFTH PARTY

Sunita Agament. SIXTH PARTY

Prop Mitruke.

SEVENTH PARTY

Sushil Meterile

EIGHTH PARTY

NINTH PARTY

STATE OF THE PARTY OF

Solemniy Affirmed & Deciarec Before me on Identificatio

Pashupati Shah 4OTARY, SILIGURI