

**Nabendu Narayan Dutta**

NOTARY  
GOVT. OF INDIA

Professional Address :

Nivedita Road,  
P.O. Pradhan Nagar,  
Siliguri-734003  
Dist.-Darjeeling (W.B.)  
Ph. : 2514713

Serial No. \_\_\_\_\_

302/22

Date : \_\_\_\_\_

01.5.22

## Notarial Certificate

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

TO ALL TO WHOM THESE PRESENTS shall come I Sri. N. N. DUTTA duly authorised by the Central Government to practice as a NOTARY do hereby verify, authenticate, certify attest us under the execution of the instrument annexed here to collectively signatories and as also by Sri N. S. Saha Advocate as to the matters contained there in presented before me.

Accordingly to that this is to certify, authenticate and attest that the annexed instrument 'A' is the:

*Deed of Partnership' which is executed by and in between Anita Agarwal, Rakesh Agarwal and Sushil all are of Siliguri.*

PRIME FACIE the annexed instrument 'A' appears to be the usual procedure to serve and avail as needs occasions shall or may require for the same.

In faith and testimony where of being required of a Notary, I said notary do hereby subscribe my hand and affix my seal of the office at Siliguri on this the 01st day of May The year of Christ 2022.....



NOTARIAL STAMP

The executents is / are identified by me

*N. N. Dutta*

Advocate

*Nabendu Narayan Dutta*

**NABENDU NARAYAN DUTTA**

*Nabendu Narayan Dutta*  
Notary  
Govt. of India  
Siliguri, Dist. Darjeeling



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AL 425015

Anita Agrawal

Sanku Sanyal

Ronak Agrawal

**DEED OF PARTNERSHIP**

*Nabendu Narayan Dutta*  
Nabendu Narayan Dutta  
Notary Govt. of India  
Siltguri, Darjeeling

भारतीय गैर न्यायिक

पचास  
रुपये  
रु.50



FIFTY  
RUPEES  
Rs.50

INDIA NON JUDICIAL



गैर न्यायिक, पश्चिम बंगाल WEST BENGAL

AE 055423

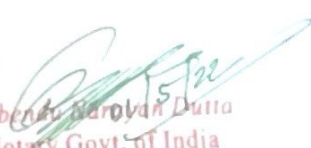
Anita Agastwal

Yadav

Ranik Agastwal

THIS DEED OF PARTNERSHIP IS MADE ON THIS 01<sup>ST</sup> DAY OF MAY, 2022.

::BETWEEN::

  
Nabendu Narayan Dutta  
Notary Govt. of India  
Siliguri, Darjeeling

Anita Agarwal

Sri Sanjiv

Ronak Agarwal

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**SMT. ANITA AGARWAL**, wife of Sri Bijay Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Second Mile, I.T.I. More, Sevoke Road, P.O. Sevoke Road, P.S. Bhaktinagar, Pin Code-734001, District Jalpaiguri, in the State of West Bengal - Hereinafter referred to and called the "**FIRST PARTY**" (which expression shall mean and include unless otherwise excluded by or repugnant to the context of her legal heirs, executors, administrators representing and assigns) of the **FIRST PART**.

**AND**

**SRI YASH SANGHAI**, son of Sri Ramesh Kumar Sanghai, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Lal Bajaj Road, Khalpara, P.O. Siliguri Bazar, P.S. Siliguri, Pin Code 734005, District Darjeeling, in the State of West Bengal - Hereinafter referred to and called the "**SECOND PARTY**" (which expression shall mean and include unless otherwise excluded by or repugnant to the context of his legal heirs, executors, administrators representing and assigns) of the **SECOND PART**.

**AND**

**SRI RONAK AGARWAL**, son of Sri Sanjiv Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Narayani Bhawan, Sevoke Road, Siliguri, P.O. and P.S. Siliguri, Pin Code-734001, District Darjeeling, in the State of West Bengal - Hereinafter referred to and called the "**THIRD PARTY**" (which expression shall mean and include unless otherwise excluded by or repugnant to the context of his legal heirs, executors, administrators representing and assigns) of the **THIRD PART**.

**WHEREAS** the Parties hereto have mutually agreed to carry on the business of real estate, construction, promoting, developing, purchase, sale of immovable properties and such other business as may be chosen in partnership and to share the profit and losses of the said business in partnership between themselves and they have with that object intended to constitute themselves into a Firm of

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Anita Agarwal

Jack Singh

Ronak Agarwal

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Partners under the trade name & style as "RUDRA DEVELOPERS" w.e.f. 01<sup>st</sup> day of May, 2022.

**NOW THIS DEED WITNESSETH** and it is hereby mutually agreed and declared by and between the Parties as follows:-

**1) NAME AND PLACE:-**

That the Partnership shall be carried on under the name and style of **"RUDRA DEVELOPERS"**.

That the place of business of the Partnership shall be at Radhika Bhawan, Sevoke More, Ward No. 6, Hill Cart Road, Siliguri, P.O. and P.S. Siliguri, Pin Code-734001, District Darjeeling, in the State of West Bengal or until the Partners agreed to shift the same elsewhere and the Partners mutually agreeing in writing shall be competent to open more branch or branches at any place or

places

**2) BUSINESS:-**

That the business of the Partnership shall be business of real estate, construction, promoting, developing, purchase, sale of immovable properties and such other business as may be chosen and taken up by the Partners by mutual consent and the Partners mutually agreeing may also extend or limit the scope of Partnership business.

**3) COMMENCEMENT AND DURATION:-**

That the Partnership constituted between the Parties hereto as Partners in the business hereinafter described shall be deemed to have commence on the 01<sup>st</sup> day of May, 2022 and the Parties hereto is and shall be Partners in the said business from that day and in the shares and under the terms and conditions

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hereinafter contained and so continue until their shares are re-shuffled or the Partnership re-constituted or determined.

That this is a 'Partnership at Will' and shall continue until determined under the provisions of the Indian Partnership Act 1932 subject to the provision hereinafter expressed.

#### 4) CAPITAL AND INTREST:-

That the necessary capital as well as further funds required for the purpose for the Partnership business shall be contributed by the Partners in such manner as may be mutually agreed upon by and between the Partners from time to time and the amount so contributed towards capital shall carry interest at the rate of 12% p.a. or as decided by the Partners from time to time but in no case shall exceed the maximum rates what has been prescribed in the Income Tax Act, 1961 under Section 40 (b) thereof from time to time. However in case of loss or lower income rate of interest can be nil or may be agreed to between the Partners.

#### 5) REMUNERATION:-

The total remuneration payable to the working partners shall be worked out as under:

- (a) On the first Rs 3,00,000 of book profit or in case of loss @ 90% of book profit or Rs 1,50,000 whichever is more.
- (b) On the balance of book profit @ 60% of the book profit.

For the purpose of this clause the expression 'Book Profit' shall mean the Book Profits as defined in section 40 (b) of the Income Tax Act, 1961, or any statutory modification or re-enactment thereof, for the time being enforce.

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However in case of loss or insufficient profit, the Partners can forego the remuneration with the mutual consent of all the Partners.

#### 6) WITHDRAWALS:-

That each of the Partners shall be at liberty to withdraw, either monthly or otherwise as agreed amongst themselves, out of the interest accrued/remunerations earned/profit accrued to such Partner.

#### 7) SHARES:-

That the net profits/losses of the Partnership firm as per accounts maintained by the firm after deducting all expenses relating to the business of the Partnership as well as interest and remuneration payable to the Partners in accordance with the provisions of this Deed shall be divided and distributed **EQUALLY** among the Partners.

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

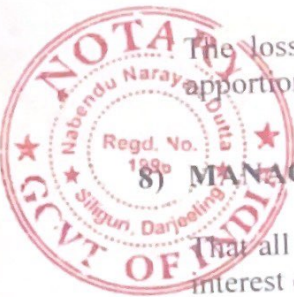
#### 8) MANAGEMENT:-

That all the Partners shall carry on day to day affairs of the Firm in the best interest of the Partners with the assistance of the other Partner.

#### 9) ACCOUNTS AND ACCOUNTING YEAR:-

That the Accounting year of the firm shall continue to be the Financial Year ending on 31<sup>st</sup> March every year and all necessary, usual and proper books of accounts, in respect of the Partnership business shall be maintained at the principal place of business and each partner shall be entitled to have access to such books of account.

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Amita Aggarwal.

John Singh

Ronak Aggarwal

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#### 10) BANK ACCOUNT:-

That the Firm shall have in its name such bank account/s as may be necessary with any Bank and shall be operated by the Partners jointly or as decided amongst the Partners.

#### 11) TRUE AND FAITHFUL:-

a) That the Partners shall be just and faithful to each other and shall work for the best interest of the Partnership business.

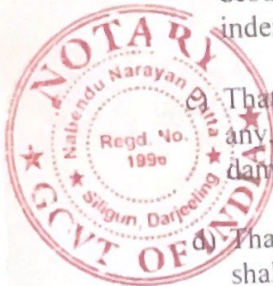
b) That each Partner shall punctually pay and discharge his/her separate debts and liabilities and shall keep the firm and its properties effectively indemnified against the same.

c) That each Partner shall discharge his/her private debts and liabilities, if any, and shall always keep the Firm/other Partner free from any loss or damage for any or his/her private liabilities to the best interest of the Firm.

d) That the Partners shall actively engage in the business of the Firm and shall not do anything to its detriment.

e) That no Partner shall without the consent of the other partner in writing, assigns, sell or mortgage or otherwise part with his/her share or interest in the property or business or the Partnership Firm or knowingly or intentionally act, commit or permit any act whereby the Partnership business dislocated or disturbed to the detriment of the other Partner.

f) 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.



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## 12) EXPULSION:-

If any Partner;

- a) Commit any breach of the provision of Clause 11 of this deed or,
- b) Commit any act of insolvency or
- c) Become physically or mentally unfit to attend to the business of the Partnership or
- d) Do or suffer any act which can be a ground for dissolution of the Partnership by the Court,

then and in any such case, the other Partner/s may after mutual consent may by notice in writing expel such Partner/s from the Partnership forthwith.

However upon expulsion the interest of the same shall be valued and the remaining Partner/s shall take over his/ her share in proportion to his/her interest in the firm or may admit a new Partner and pay the expelled Partner his/her capital/ profits/ interest if any till that date.

## 13) RETIREMENT AND DEATH:-

That any Partner may retire from the Partnership business by giving the other Partners three months notice in writing by informing his/her intention for the same but none shall leave the firm until or unless all the pending commitments are carried out, liabilities paid off, assets realized and accounts are rendered fully and settled finally to the entire satisfaction of each of the Partners hereto.

On the death of a Partner, his/her legal heirs shall have the option of joining the Partnership and if the heirs are not interested then interest of the deceased Partner shall be valued and the surviving Partner/s or remaining Partner/s shall take over his/her share in proportion to his/her interest in the firm or may admit a new Partner/s and shall pay the heirs of the deceased Partner or the retired Partner his/her capital/ profits/ interest etc. till that date.

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Yash Singh

Ranek Agarwal

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#### 14) INDIAN PARTNERSHIP ACT, 1932:-

That without prejudice to the above terms and conditions the parties hereto in all other matters shall be governed by the provisions of Indian Partnership Act, 1932 or amended upto date.

#### 15) ARBITRATION:-

In the event of any dispute or difference of opinion in relating to any matter concerning the Partnership affair and the management thereof, arising between the Partners hereto either during the continuance or at time of dissolution of the firm or thereafter, the same shall be settled in accordance with the provision of Indian Partnership Act, 1932 or by the Arbitration Act, 1940 or amended thereafter.

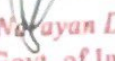
#### 16) JURISDICTION:-

That the jurisdiction for all civil/criminal disputes to this Partnership business between the Partners or their legal representatives shall be at Siliguri.

#### 17) POWER TO VARY TERMS:-

That any of the terms and condition of this Partnership deed can be altered/modified/varied/cancelled at any time with the mutual consent of all the Partners expressed in writing.

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Siliguri, Darjeeling

IN WITNESS WHEREOF all the Parties hereto in good health and sound conscious mind hereto have set their signatures on the day month and the year first mentioned hereinabove.

WITNESSES:-

1. Bijay Agarwal.  
870. Om Prakash Agarwal.  
2nd mile, Serok Road  
Siliguri



Banjan Kumar  
27. MC Agarwal  
Serok Road  
Siliguri

The contents of this document have been gone through and understood personally

Anita Agarwal

FIRST PARTY


Dad Singh

SECOND PARTY

Ranaj Agarwal

THIRD PARTY

Drafted as per instructions of the Parties, readover & explained & printed in my office:-

  
Nabendu Narayan Dutta  
Notary Govt. of India  
Siliguri, Darjeeling

  
NIKUNJ SARAF  
ADVOCATE, SILIGURI