

Pashupati Shah  
Notary  
(Appointed by the Govt. of India)

Pashupati Shah,  
Behind Pranami Mandir,  
Siliguri 734001  
Mobile: 98326-29587.

Serial No. .... Dated 27.2.2015

**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 R. Chakraborty 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 one original  
Partnership deed.*

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 27<sup>th</sup> day of February in the year 2015.



*Pashupati Shah*  
Pashupati Shah  
NOTARY, SILIGURI  
Notary

Regd. No. 5552/08

The executent is/are identified by me :

*Anand*  
*Tripathi*

*R. Chakraborty*  
Advocate



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

T 630748



Deepak Kumar Agarwal

Ozic Dalmi

**PARTNERSHIP DEED**

**THIS PARTNERSHIP DEED MADE ON THIS THE 24<sup>TH</sup> DAY OF FEBRUARY, 2015.**

**BETWEEN**

**SHRI DEEPAK KUMAR AGARWALA**, Son of Shri Shyam Sunder Agarwal, Hindu by Religion, Business by occupation, residing at Mahabirasthan, Near Rail Gate-1, Siliguri, P.S. Siliguri, Dist. Darjeeling, 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 her heirs, successors, representatives, administrators and assigns) of the "**FIRST PART**".

Solemnly Affirmed & Declared  
Before me on Identification

Pashupati Shari  
NOTARY SILIGURI





पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

R 203661



*Amir K Dalima*

- : 2 :-

AND

*Deepak Kumar Agarwal*  
*02.11.2018*

**SHRI RAJ KUMAR DALIMA**, Son of Lt. Mohan Lal Dalmia, Hindu by Religion, Business by occupation, residing at C/o R K Enterprises, Mahabristhan, Siliguri town, P.S. Siliguri, Dist. Darjeeling, 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 her heirs, successors, executors, legal representatives, administrators and assigns) of the "**SECOND PART**".

I solemnly Affirmed & Declared  
Before me on Identification

*Pashupati Shah*  
Pashupati Shah  
NOTARY SILIGURI



4. **CAPITAL & FUND:**

a) 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.

b) 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** No. 5552/08  
Area Siliguri

a) THAT the accounts of the firm shall be adjusted annually on 31<sup>st</sup> 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 both 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:-

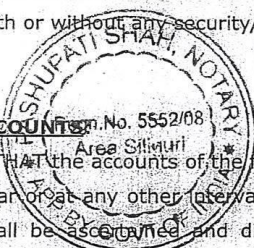
First Part	50 %
Second Part	50 %

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 solemnly Affirmed & Declared Before me on Identification

Pashupati Shar  
NOTARY SILIGURI

Asst. Comm. Agersal  
02.10.2008





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 AND SECOND 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 :**

i. 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.

Solemnly Affirmed & Declared  
before me on Identification

Pashupati Shah  
NOTARY SILIGUR



Deepak Kumar Singh  
Dinesh Das

- 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, Sale 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.



*Deepale (Cum Agas)*  
*Pranab Dasgupta*

g. To compromise or settle any debt to the partnership and grant discharge thereof.

- ii. 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.
- iii. THAT the partners shall be just and faithful to each other and shall work for the best interest of the partnership business.
- iv. 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.
- v. 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.
- vi. THAT no partner without the consent of the other partners shall:

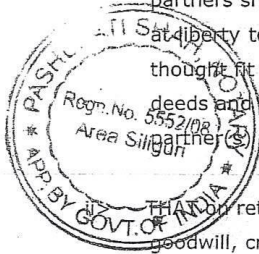
Solemnly Affirmed & Declared  
Before me on Identification

*(Signature)*  
Pasnupati Shar

- a. Employ any of the money, goods or effect of the partnership or pledge the credit thereof except in the ordinary course of 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.

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.



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.

*Deepika An Agawale*  
*Originals*

Solemnly Affirmed & Declared  
Before me on Identification

*[Signature]*  
Pasupati Shar  
NOTARY, SILIGURI



**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.

*Deepale Kum Agarwal*

FIRST PARTY



*Om Dalmi*

SECOND PARTY

Identified by me :

*Om*  
Advocate/Siliguri.

solemnly Affirmed & Declared  
Before me on Identification

*Pashupati Shah*  
NOTARY SILIGURI