

Kaushik Goswami

Notary, Registration No. 16/2017
GOVT. OF WEST BENGAL

Old Bus Stand,
Court More, Siliguri
Cell- 98320-63887 / 94762-93677
Email: kaushikgoswami9@gmail.com



Serial No. *11*.....

Date **26 JUL 2021**.....

NOTARIAL CERTIFICATE

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

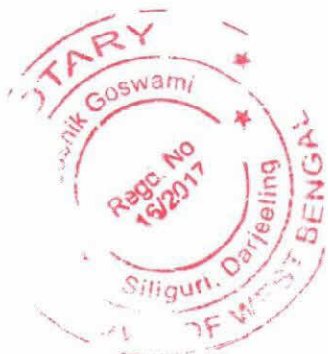
TO ALL TO WHOM THESE PRESENTS Shall come, I, Sri KAUSHIK GOSWAMI duly authorised by the Government of West Bengal to practice as a Notary do hereby verify, authenticate, certify, and attest as under the execution of the instrument annexed hereto collectively marked 'A' on its being executed, admitted and identified by the respective signatories and as also by **Mr./Mrs. Miss** *C. Mausique*..... 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:

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 *26th*..... day of *July*..... the year of Christ 20 *21*.....



NOTARIAL STAMP

The executants is / are identified by me :

Chander Mausique
Advocate

26 JUL 2021
KAUSHIK GOSWAMI
Notary, Reg. No. 16/17
Siliguri, Dist. Darjeeling
Reg. No. 16/2017



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AE 905298



Bijay Kumar Mundhra.

Shweta Mundhra

Bina Agarwal

Pooja Agarwal

Sanjay Agarwal

PARTNERSHIP DEED

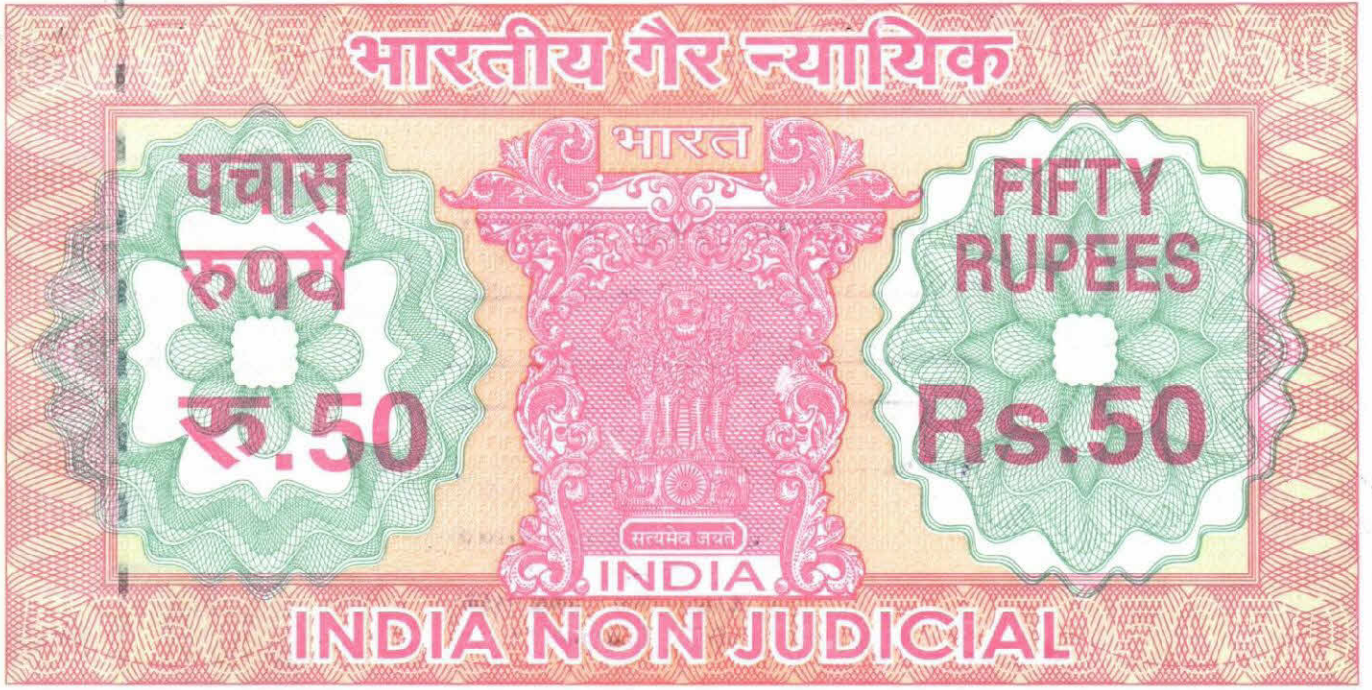
THIS PARTNERSHIP DEED MADE ON THIS THE 20TH DAY OF JULY 2021

BETWEEN

SHRI BIJAY KUMAR MUNDHRA, (PAN ADTPM7250J) son of Late Pokar Mal Mundhra, aged about 70 years, Hindu by Religion, Business by occupation, residing at 3rd Floor, Plot No 9, Panchwati Hosuing Complex, Sevoke 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, executors, legal representatives, administrators and assigns) of the "**FIRST PART**".

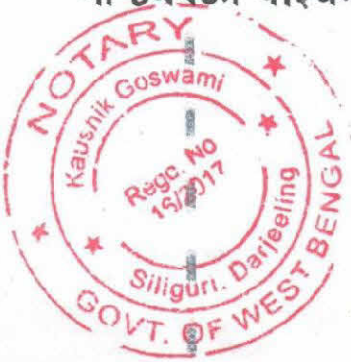

26 JUL 2021
Kaushtik Goswami
Notary Govt. of West Bengal
Siliguri Darjeeling
Reg No 15/2017

JUDICIAL STAMP
1360
30.3.2021
Amount Rs. 100/-
Amount Rs. 100/-
100/-
Govt. Stamp Vendor
Bansaga
Linn. No. 24, RM
07/ Darjeeling



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AB 584889



Bijay Kumar Mundhra

Shweta Mundhra

Priya Agarwal

Pooja Agarwal

[Handwritten signature]

- :2:-

AND

SMT SHWETA MUNDHRA, (PAN AILPM5885C) Wife of Sri Girish Kumar Mundhra, aged about 45 years, Hindu by Religion, Business by occupation, residing at 4th Floor, Plot No 9, Panchwati Hosuing Complex, Sevoke Road, Siliguri 734001 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, representatives, administrators and assigns) of the **"SECOND PART"**.

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26 JUL 2021
Kausnik Goswami
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Siliguri Darjeeling
Reg. No. 15/2017

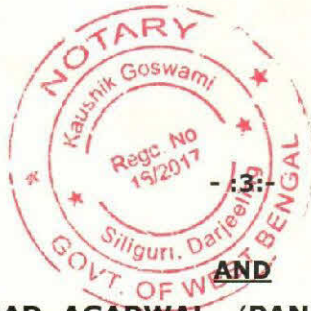
Bijay Kumar Mundhra

1500 No. 9
10/10/2021

THE ATTORNEY GENERAL
GOVERNMENT OF WEST BENGAL
CHANDERNAGORE



NON JUDICIAL STAMP
No. 1031
Date 24.8.2021
Amt. Rs. 50/-
Value Rs. 50/-
Govt. Stamp Vendor
Bagnogra
Dist. No. 24/24
07/ Darjeeling



SRI NARAYAN PRASAD AGARWAL, (PAN ACKPA8811B) Son of Sri Shree Chand Agarwal, aged about 45 years, Hindu by Religion, Business by occupation, residing at Uttar Rathkhola, Naxalbari, District Darjeeling - 734429 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, representatives, administrators and assigns) of the **"THIRD PART"**.

AND

SMT PAYAL AGARWAL, (PAN BGTPA0074N) Wife of Shri Rahul Agarwal, aged about 31 years, Hindu by Religion, Business by occupation, residing at Krishna Vatika, Bhanu Nagar, Sevoke Road, 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"**.

AND

SMT BINA AGARWAL, (PAN ATWPA6147R) Wife of Shri Rishi Agarwal, aged about 38 years, Hindu by Religion, Business by occupation, residing at Krishna Vatika, Bhanu Nagar, Sevoke Road, Siliguri 734001 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 his heirs, successors, executors, legal representatives, administrators and assigns) of the **"FIFTH PART"**.

AND WHEREAS the parties hereto of the **FIRST, SECOND, THIRD, FOURTH, AND FIFTH PARTS** have agreed to carry on business in partnership under the name & style of **"AMRIT BUILDCON"**.

AND WHEREAS THE PARTIES HERETO of the **FIRST, SECOND, THIRD, FOURTH AND FIFTH** for diverse good reasons have deem it expedient to reduce the terms and conditions of this partnership in writing.

[Signature] 28 JUL 2021
 Kausnik Goswami
 Notary Govt. of West Bengal
 Siliguri Darjeeling
 Reg. No. 15/2017

Bina Agarwal

Payal Agarwal

3 28/7/2021

Shruti Mundhra

Rijay Kumar Mundhra

NOW THEREFORE THIS DEED OF PARTNERSHIP WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTNERS:-

1. **NAME OF THE FIRM :**

THAT the name and style of Partnership shall be "AMRIT BUILDCON".

2. **COMMENCEMENT, DURATION & OFFICE:**

i) THAT the partnership business shall be deemed to be commenced from 20th Day of July 2021 .

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

iii) THAT the principal place of partnership business shall be at 1st Floor (Back Side), Merto Heihts (Commercial Building), 2nd Mile, Sevoke Road, Siliguri, Jalpaiguri, West Bengal, 734001

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) 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.




26 JUL 2021
Kaushtik Goswami
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Siliguri Darjeeling
Regd. No. 16/2017

Payal Agrawal Bina Agrawal

3 5/2021

Shweta Mundeha

Bijay Kumar Mundeha

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 TWO of the partners.

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	20.00 %
Second Part	25.00 %
Third Part	25.00 %
Fourth Part	15.00 %
Fifth Part	15.00 %

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:**

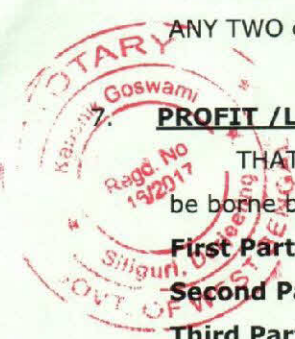
THAT the parties hereto of the FIRST, SECOND, FOURTH AND FIFTH PARTS shall be Working Partners of the firm also have agreed to keep themselves actively engaged in conducting the affairs of the business of the firm and manage the working of the firm.

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.




Kanchuk Goswami
Notary Govt. of West Bengal
Siliguri Dangeeling
Reg. No. 15/2017
26 JUL 2021

S. Bina Agarwal

Pooja Agarwal

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Shweta Mukherjee

Bijay Kumar Mondal

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



[Signature] 26 JUL 2024
KAUSHTIK GOSWAMI
Notary Govt. of West Bengal
Siliguri Darjeeling
Reg. No. 15/2017

Payal Agarwal Bina Agarwal

[Signature]

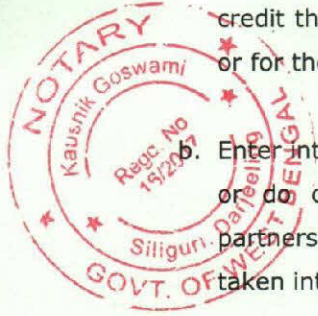
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Shweta Mundhra

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Bijay Kumar Mundhra

- 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.




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/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.


26 JUL 2021
KAUSHIK GOSWAMI
Notary Govt. of West Bengal
Siliguri Darjeeling
Reg. No. 19/2017

Payal Agarwal Bina Agarwal

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Shweta Moudhra

Preraj Kumar Moudhra



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

WITNESSES:

1. BISAY GUPTA
S/O RAM LAGAN GUPTA
BAGHASAPIN COLONY
PO+PS - PRADHAN NAGAR
SILIGURI, W.B., PIN-734003

Bijay Kumar Mundeleg

FIRST PARTY

2. Rahul Prasad.
S/O Ket Maesh Prasad.
Siliguri Santosi Nagar.
W.B = Pin. 734005.

Shweta Mundeleg

SECOND PARTY

Pragya Singh

THIRD PARTY

Pooja Agarwal

FOURTH PARTY

Bina Agarwal

FIFTH PARTY

IDENTIFIED BY ME

Claudia K. Mundeleg
ADVOCATE, SILIGURI

Kaushtik Goswami
26 JUL 2021
Kaushtik Goswami
Notary Govt. of West Bengal
Siliguri Dangeeling
Reg. No. 15/2017