

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. *X*.....

Date *3 AUG 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** 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..... day of *August*..... the year of Christ 20 *21*.....



NOTARIAL STAMP

The executants is / are identified by me :

Advocate

KRISHNA BUILDCON

Deepak Kumar
Partner

3 AUG 2021
KAUSHIK GOSWAMI
Notary, Reg. No. 16/17
Siliguri, Dist. Darjeeling
Reg. No. 15/2017



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AG 049382



Al. Agarwal
Dipal Kundu

PARTNERSHIP DEED

THIS PARTNERSHIP DEED MADE ON THIS THE 1ST DAY OF AUGUST 2021

BETWEEN

SHRI ANIL KUMAR AGARWAL, (PAN ACVPA7555M) son of Late Masani Lal Agarwal, aged about 57 years, Hindu by Religion, Business by occupation, residing at M.L Agarwal & Brothers, Church 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**".

KRISHNA BUILDCON

Dipal Kundu
Partner

13 AUG 2021
Kausnik Goswami
Notary Govt. of West Bengal
Siliguri Darjeeling
Reg. No. 19/2017

SL. NO. 5251 Date 5, 7, 2021

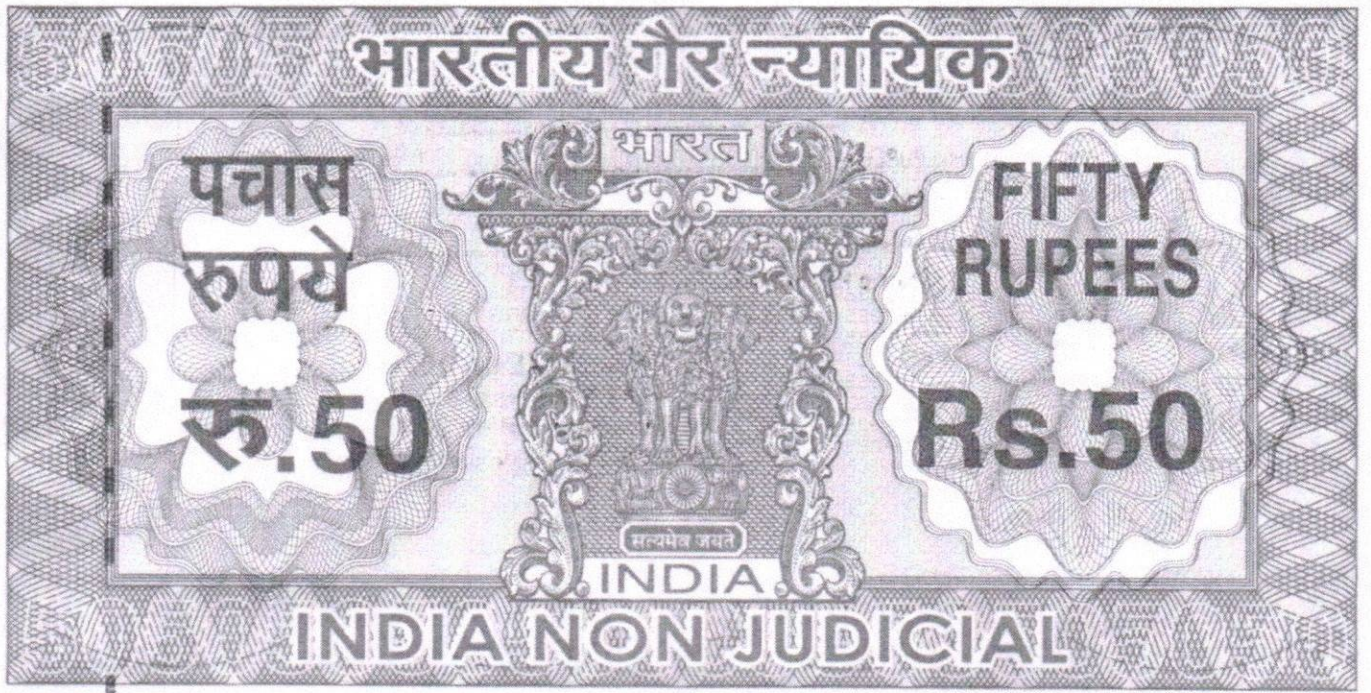
PURCHASER KRISHNA BUILD CON

Full Address SLP

Total Value 100/-

Stamp Purchased from JPG Treasury-1

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



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

AC 529525



AK Goswami
Dipak Mundhra

- :2:-

AND

SHRI DIPAK MUNDHRA, (PAN AHCPM4147P) son of Sri Bijay Kumar Mundhra, aged about 40 years, Hindu by Religion, Business by occupation, residing at Panchwati Housing Complex, 2nd Mile, 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, executors, legal representatives, administrators and assigns) of the "**SECOND PART**".

KRISHNA BUILDCON

Dipak Mundhra
Partner

AK Goswami
13 AUG 202
Kausmik Goswami
Notary Govt. of West Bengal
Siliguri Darjeeling
Reg. No 16/2017

Sl. NO. 5252 Date 5, 7, 2021

PURCHASER KRISHNA BULLAION

Full Address Sl 9

Total Value 50

Stamp Purchased from JPG Treasury-1

JBS

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

Mr. Anand
Dipal Kundher

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

AND WHEREAS THE PARTIES HERETO of the FIRST AND SECOND PARTS 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:-

1. **NAME OF THE FIRM :**

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

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

- i) THAT the partnership business shall be deemed to be commenced from 1st Day of August 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), Metro Heights (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.

KRISHNA BUILDCON

Dipal Kundher
Partner

79 AUG 2021
Shikha Goswami
Notary Govt. of West Bengal
Siliguri Darjeeling
Reg. No 18/2017

Al. Goswami
Dipu Kundu

4. **CAPITAL & FUND:**

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.

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, shall belong to and be borne by the partners in following proportion:-

First Part	50.00 %
Second Part	50.00 %

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.

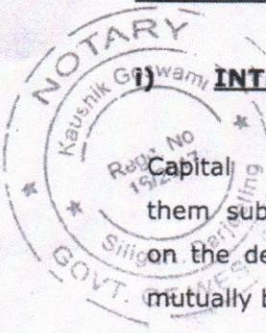
KRISHNA BUILDCON

Dipu Kundu
Partner

13 AUG 2021
K.K. SHRIKANTH
Notary Govt of West Bengal
Siliguri Dangeeling
Reg. No 16/2017

Al. Agarwal
Dipal Kundhra

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.

10. **RIGHT CLAUSE/FORBIDDEN CLAUSE:**

a) THAT each partner shall be entitled:

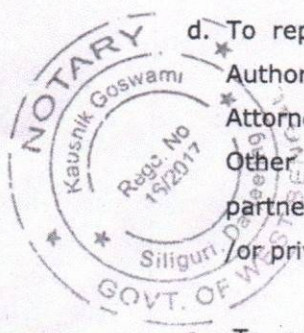
- a. To carry on the partnership business and to do and execute all acts and deeds on behalf of the partnership.
- b. To employ, dismiss, degrade or promote any employee or the agent of the firm.
- c. To submit any dispute relating to the business of the firm to arbitration.

KRISHNA BUILDCON

Dipal Kundhra
Partner

13 AUG 2021
Kaushtik Goswami
Notary Govt. of West Bengal
Siliguri Darjeeling
Reg. No. 1922/17

Al. Hasan
Dy. Munder



- 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.

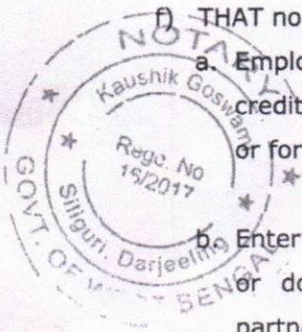
KRISHNA BUILDCON

Dy. Munder
Partner

13 AUG 2021
Kausnik Goswami
Notary Govt. of West Bengal
Siliguri Darjeeling
Reg. No 19/2017

A. Hazare

Dipal Kundu



10. 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.

13 AUG 2021
Kaushik Goswami
Notary Govt. of West Bengal
Siliguri Darjeeling
Regd No. 15/2017

KRISHNA BUILDCON

Dipal Kundu

Partner

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

WITNESSES:



AC Asan

FIRST PARTY

2.

Dipak Kundu

SECOND PARTY

KRISHNA BUILDCON

Dipak Kundu

Partner

[Signature] 13 AUG 2021
Kausnik Goswami
Notary Govt. of West Bengal
Siliguri Darjeeling
Reg No 19/2017