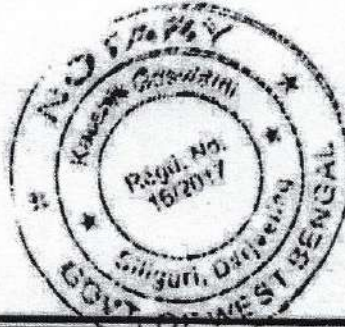


Kaushik Goswami

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



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

E 4 JUL 2020

Serial No. 04/07/2020

Date.....

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:

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 the year of Christ 20.....



NOTARIAL STAMP

The executants is / are identified by me :

KA
Advocate

E 4 JUL 2020
KAUSHIK GOSWAMI
Notary, Reg. No. 16/17
Siliguri, Dist. Darjeeling
Siliguri Darjeeling

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

भारत INDIA

INDIAN NON JUDICIAL

Security patterns and serial numbers including '00100' and '100100'.



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AC 322805

Pg...1

DEED OF PARTNERSHIP

Kaushik Goswami
Secretary Govt. of West Bengal
Siinguri Dantewadi

- 4 JUL 2020
D.P. Construction
[Signature]
Partner

D.P. Construction
Manisha Agarwal
Partner

D.P. Construction
[Signature]
Partner

D.P. Construction
Prateek Agarwal
Contd...2
Partner

[Signature]

NON JUDICIAL STAMP

No. 456 Date 03.6.2020

Value D.P. Contribution

of Rs. 89

Value Rs. 100/- Signature

Govt. Stamp Vendor
Bagdogra
Lic. No- 546/RM
07 / Darjeeling



DEED OF PARTNERSHIP

भारतीय गैर न्यायिक



INDIA NON JUDICIAL



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

Y 859883

Pg...2

THIS DEED OF PARTNERSHIP IS MADE ON THIS DAY 23rd OF JUNE TWO THOUSAND AND TWENTY

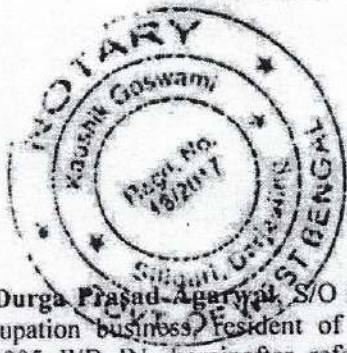
Kaushik K. Swami
Notary Govt. of West Bengal
Siliguri, Darjeeling

4 JUL 2020
D.P. Construction

D. P Construction
Manisha Agarwal
Partner

D. P Construction
Manish K.
Partner

D. P Construction
Prateek Agarwal
Partner
Contd...3



Pg...3

BETWEEN

1. **Durga Prasad Agarwal** S/O Sri Dwarkaprasad Agarwal by caste Hindu, and by occupation business, resident of H No. 372/8 Shivaji Road, Siliguri Bazar, Siliguri 734005 WB IN, hereinafter referred as to the party of the FIRST PART. (Which expression shall unless repugnant to the context and meaning thereof, mean and include his heirs, executors, administrators, representative and assigns).


2. **Manisha Agarwal** W/O Sri Shyam Kumar Agarwal Sri by caste Hindu, and by occupation business, resident of Sevoke Road, Siliguri 734001 WB IN hereinafter referred as to the party of the SECOND PART. (Which expression shall unless repugnant to the context and meaning thereof, mean and include his heirs, executors, administrators, representative and assigns).

3. **Mirnal Agarwal** S/O Sri Naresh Kumar Agarwal by caste Hindu, and by occupation business, resident of Cigarette Company Compound, S.F. Road, Siliguri-734001 WB IN hereinafter referred as to the party of the THIRD PART. (Which expression shall unless repugnant to the context and meaning thereof, mean and include his heirs, executors, administrators, representative and assigns).

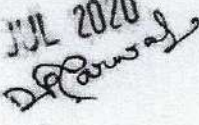

4. **Pratik Agarwal** S/O Deepak Agarwal by caste Hindu, and by occupation business, resident of Model Town, Sevoke Road, Siliguri 734001 WB IN hereinafter referred as to the party of the FOURTH PART. (Which expression shall unless repugnant to the context and meaning thereof, mean and include his heirs, executors, administrators, representative and assigns).

WHEREAS all the parties hereto mutually agreeing to form a partnership between them as partners for carrying on the business of "Real Estate, Constructions and such business or other business" hereinafter described under the firm name and style of "D.P. Constructions" with effect from 23rd DAY OF JUNE 2020, having its Business place at Gupta Building, Sevoke Road, Siliguri-734001 WB IN.

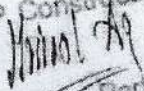
AND WHEREAS the parties hereto are desirous of putting on record the terms and conditions of the partnership agreement to and between the parties relating to the partnership and for the purpose thereof it is considering expedient that a formal deed of partnership should be drawn up according to law among the parties incorporating therein the share of the partner and terms and conditions of the partnership stipulated between the parties hereto.


Kaushik Goswami
Notary Govt. of West Bengal
Siliguri, Darjeeling

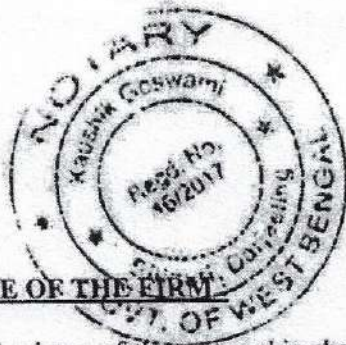
NOW THEREFORE THIS DEED OF PARTNERSHIP WITNESSETH AND IT IS
HEREBY AGREED BY AND BETWEEN THE PARTIES.

- 4 JUL 2020



D. P. Constructions
Manisha Agarwal
Partner

D. P. Constructions

Partner

D. P. Constructions
Pratik Agarwal
Contd... Partner



Pg...4

1. NAME OF THE FIRM:

That the business of the partnership shall continue to be carried on under the name and style of "D.P. CONSTRUCTIONS" and it shall so remain till a change is agreed upon between the partners.

2. COMMENCEMENT DURATION AND OFFICE :

- That the partnership business shall be commenced from 23rd DAY OF JUNE TWO THOUSAND AND TWENTY.
- That the partnership shall be "AT WILL" and subject to stipulations hereinafter contained shall be governed by the provisions of the "Indian partnership Act 1932", or any other enactment for the time being in force relating to a partnership.

That the principal place of business of the partnership shall be situated at Gupta Building, Sevoke Road, Siliguri-734001 WB IN. That the partners shall mutually agree to may open/close branch office(s) and or shift the principle office from time to time.

3. BUSINESS:

That the business of the partnership shall be of Real Estate, Constructions and such business or other business hereinafter. The partners shall have the option to embark upon any new line of business and to open and close branches and agencies and all other terms of partnership shall equally apply to them.

4. CAPITAL AND FUND :

- That the Capital of the partnership shall be contributed by the partners as and when necessary and shall consists of the sum standing to the credit of partners in their respective ledger accounts and such amount of capital will carry interest rate @12% per annum or such higher rate as may be agreed between the parties but not exceeding the rate permitted u/s 40(b) (iv) of the Income Tax Act
- That the partners hereto may by mutual consent, raise loans from any Bank/s person/s or any other sources including from central or State Govt./s or any other financial institution/s for the purpose of partnership business with or without any security/ies.

5. ACCOUNTING YEAR AND ACCOUNTS :

- That the accounts of the firm shall be adjusted annually on 31 day of March each year or 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 the share mentioned elsewhere in this deed.

Kaushik Goswami
Notary Govt. of West Bengal
Siliguri District

- 4 JUL 2020

D.P. Goswami

Manisha Agarwal

Manish Agarwal

D. P. Constructions
Partner

Manish Agarwal
Partner

ii) That the books of account shall be maintained if necessary in due course of transactions together with all other papers and documents shall be kept at the place or places of the business of the firm and all the partners shall at reasonable time be entitled to inspect or take copies or extract thereof.

9. BANK OPERATION :

That for the facilities of the partnership business the partners may open any number of ACCOUNTS WITH BANK or Banks in name of the partnership firm and the said account or accounts shall be operated/undertaken jointly by any two of above mentioned partner's or in such manner as may be decided by partners from time to time.

10. REMUNERATION/BONUS TO PARTNER:

That all the parties hereto shall be working partner of the firm and have agreed to keep themselves actively engaged in conducting the affairs of the business of the firm and manage the workings of the firm. All the working partner shall be entitled to get remuneration at the end of each year as mutually decided.

Provided that the total remuneration payable to all the above working partners shall not exceed the maximum amount admissible U/s 40(b) (v) of the Income Tax Act. In case the above remuneration exceeds the permissible limit specified U/s 40(b) (v), the remuneration payable to each working partner shall be reduced proportionately. The remuneration fixed U/s 40(b) is as under:

- | | |
|---|--------------------------------|
| i) If Book Profit is negative | : Rs. 150000/- |
| ii) If Book Profit is positive | |
| On the first 300000/- of the Book profit. | : @ 90% of book profit or |
| (profit as per books before partners salary and income tax) | Rs. 150000 (whichever is more) |
| On the balance of the Book profit. | : @ 60% of book profit |

8. PROFIT/LOSS OF THE FIRM:

That the profit and losses of the partnership firm after paying interest on capital as provided in clause 4, remuneration to the partners as stated in Clause 7 and commission as stated in clause 8 above shall be shared by the parties in the following proportion:-

- | | |
|-------------------------|----------|
| a) Durga Prasad Agarwal | - 30.00% |
| b) Manisha Agarwal | - 30.00% |
| c) Mirnal Agarwal | - 20.00% |
| d) Pratik Agarwal | - 20.00% |

10. DRAWINGS OF PARTNERS :

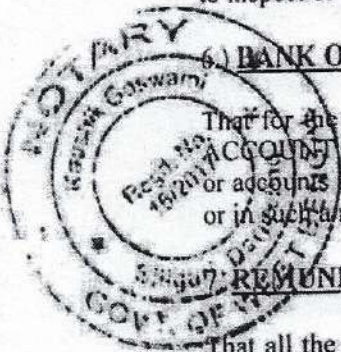
That the drawings for personal expenses shall be done by all the partners in mutual agreement.

D. P. Constructions

Manisha Agarwal.
Partner

D. P. Constructions
Partner

Contd...6
Prateek Agarwal.



Koushik Goswami
Notary Public, West Bengal
Specializing in
Business Drafting

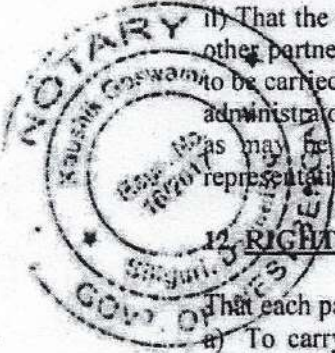
- 4 JUL 2020

D.P. Constructions
Partner

11. RETIREMENT AND DEATH OF PARTNER :-

i) That any partner may retire from the partnership business by giving the other partners at least 90-day notice in writing by informing his intension for the same. In such event the remaining partner may either carry on the business as proprietary concern or reconstitute the firm in any manner he likes.

ii) That the death or retirement of any partner shall not dissolve the partnership as to the other partner hereto but on the death of any of the partner hereto the firm shall continue to be carried on by the remaining partner along with the heirs, successors, representatives, administrators, nominee or assigns of the deceased partner upon the terms and conditions as may be agreed upon by the other remaining partner and such heirs, successors, representatives administrators, nominees and assigns.



12. RIGHT CLAUSE / FORBIDDEN CLAUSE :

That each partner shall be entitled:

- a) To carry on the partnership business and to do and execute all acts and deals on behalf of them partnership including Bank Finance, for set up business.
- b) To employ, degrade, dismiss or promote any servant of agent of the firm.
- c) To submit any disputes relating to the business of the firm to arbitration
- d) To represent the firm before the Govt. Deptt, to appear court, to sign Vakalatnama or any other authorities and to appoint Agent and attorneys and to fix their remuneration and to sign and execute agreement, 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 and to give valid receipts thereof.
- e) To apply for license /Approval/ Permission relating to business sign and submit them, to receive payment, to pay due fees/ charges in any form and to do all incidental matters in connection with above business.
- f) To apply for 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 due to the partnership and grant discharge thereof.
- h) That it is here by 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 deemed fit without any objection from each other.
- i) That the partner shall be just and faithful to each other and shall work for the best interest of the partnership business.

That each partners shall punctually pay and discharge their separate debts and liabilities and shall keep the firm and its property effectually identified against the same.

k) That each partner shall at all times give to the other partners the true information and faithful explanation of all matters relating to the partnership business.

l) The share of partnership shall be "Heritable" as well as "Transferable".

Kaushik Goswami
Notary Public
Government of West Bengal
1070/17

- 4 JUL 2023

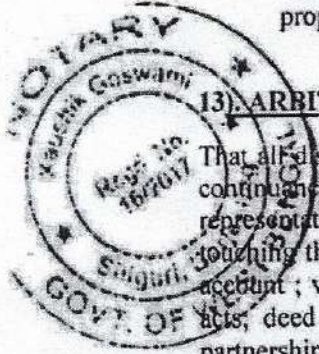
D.P. Construction
Manisha Agarwal

D.P. Construction
Manisha Agarwal
Partner

D.P. Construction
Prateek Agarwal
Partner

Contd...7

- m) That no partner without the consent of the other partners shall.
 - Employ any of the money, goods or effect or 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.
 - 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 taken into execution.



13) ARBITRATION CLAUSE :

That all disputes and differences and questions whatsoever which shall either during the continuance of partnership or after wards arise between any partners or their respective representatives or between any partner and the representative of the other partner touching this presents or application thereof or an clause or thing herein continued any account ; valuation or division of assets or liabilities to be made hereunder or as to any act, deed omission of any partners or any other matter in any may relation to the partnership business or the affairs or the rights, duties or liabilities of any partner under this presents shall be referred to the arbitration of single arbitrator if the partners may agree upon one; otherwise to two arbitrators; one to be appointed by each partner and the arbitration shall be governed by the provisions of the Indian Arbitration Act or any other enactment relating hereto for the time being in force.

14) GENERAL CLAUSE :

That any of the terms may be varied, altered or modified either expressed in writing or implied from the conduct of the partners.

IN WITNESS WHEREOF THE PARTNERS THERETO HAVE HEREINTO SET AND SUBSCRIBED THEIR RESPECTIVE HAND.

WITNESSES :

- 1.
- 2.
- 3.
- 4.

EXECUTANTS

D.P. Karwal
First Party

Manisha Agarwal
Second Party

Harinder
Third Party

Prateek Agarwal
Fourth Party

[Signature]
Asstly

Kaushik Goswami
Notary Govt. of West Bengal
Eniguri, Durgachery
- 4 JUL 2020