

Ratan Kumar Bagchi

NOTARY  
GOVT. OF INDIA

- ★ **Professional Address :**  
Room No. -3, Bar Association  
Siliguri Court, Ph. : 0353-24305091
- ★ **Chamber Cum Residence :**  
Raja Ram Mohan Roy Road (1st Lane)  
Hakimpara (Beside Rajdoot Club)  
Siliguri, Dist. Darjeeling, W.B.
- ★ **Residence :**  
"BAGCHI BARI"  
Himachal Sarani, Haiderpara  
Near Brahmakumaries  
Siliguri, Dist. Jalpaiguri, W.B.  
Cell : 094340-87175, 094342-35044

Serial No. /

Date 01.02.2018

# Notarial Certificate

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

TO ALL WHOM THESE PRESENTS shall come I, *Sri Ratan Kumar Bagchi*, 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 Mr./Mrs./Miss *P. Manish Kumar* Advocate, as to the matters contained therein, presented before me.



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

*Deed of Partnership - executed by - Manish Kumar & Others*

PRIMA FACIE the annexed instrument 'A' appears to be the usual procedure to serve and avail as needs or occasions 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 the office at Siliguri on this the *1st* day of *Feb* the year of Christ 201*8*.



RATAN KUMAR BAGCHI  
NOTARY

Siliguri, Dist. Darjeeling

The Executant/s is / are identified by me :

*D. Gounder*

Advocate

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

W 142545



*Hemish Kumar*  
Partner  
M/s. BUILDWORTH DEVELOPERS

M/s. BUILDWORTH DEVELOPERS  
*Viveet Bansal*  
Partner

M/s. BUILDWORTH DEVELOPERS  
*Prem Agarwal*  
Partner

M/s. BUILDWORTH DEVELOPERS  
*Komal Agarwal*  
Partner

**PARTNERSHIP DEED**

*Ratan Kr. Bagchi*  
21/07/18  
NOTARY  
Govt. of India  
Regd. No. 7084  
Siliguri, Darjeeling

भारतीय गैर न्यायिक

पचास

रुपये

₹.50

भारत

सत्यमेव जयते

INDIA

FIFTY  
RUPEES

Rs.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

W 142546



Partner

*Manish Ranjan Agarwal*

MS. BUILDWORTH DEVELOPERS

MS. BUILDWORTH DEVELOPERS

*Vineet Bansal*

Partner

MS. BUILDWORTH DEVELOPERS

*Prem Agarwal*

Partner

MS. BUILDWORTH DEVELOPERS

*Komal Agarwal*

Partner

**THIS PARTNERSHIP DEED MADE ON THIS  
THE 30TH DAY OF JANUARY, 2018.**

*Ratan K. Bagchi*  
NOTARY  
Govt. of India  
Regd. No.-7084  
Shiguri, Darjeeling

# भारतीय गैर न्यायिक



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

W 142547



Mrs. BUILDWORTH DEVELOPERS  
*Manal Kano Agarwal*  
Partner

Mrs. BUILDWORTH DEVELOPERS  
*Vineet Bansal*  
Partner

Mrs. BUILDWORTH DEVELOPERS  
*Prem Agarwal*  
Partner

Mrs. BUILDWORTH DEVELOPERS  
*Komal Agarwal*  
Partner

BETWEEN

*Ratan Kr. Bagchi*  
NOTARY  
Govt. of India  
Regd. No. -7084  
Siliguri, Darjeeling



Partner

MS. BUILDWORTH DEVELOPER  
Manish Kumar Agarwal

MS. BUILDWORTH DEVELOPER  
Vineet Bansal

Partner

MS. BUILDWORTH DEVELOPER  
Prem Agarwal

Partner

MS. BUILDWORTH DEVELOPER  
Komal Agarwal

Partner

**SRI MANISH AGARWAL** son of Sri Durga Prasad Agarwal, Hindu by faith, Indian by Nationality, Business by occupation, residing at Nehru Road, Khalpara, Siliguri-734005 West Bengal hereinafter called the "FIRST PARTY " (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, representatives, administrators and assigns) of the "**FIRST PART**".

**A N D**

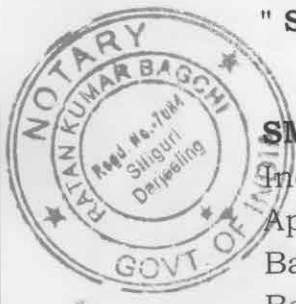
**SRI VINEET BANSAL**, son of Sri Binod Kumar Bansal, Hindu by faith, Indian by Nationality, Business by occupation, residing at Pusp Niwas, Vishwakarma Mandir Road, Khalpara, Siliguri - 734 005, West Bengal hereinafter called the " SECOND PARTY " (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, representatives, administrators and assigns) of the "**SECOND PART**".

**A N D**

**SMT PREM AGARWAL**, wife of Sri Manoj Kumar Agarwal, Hindu by faith, Indian by Nationality, Business by occupation, residing at Tirumani Apartment, Flat No.83, 8<sup>th</sup> Floor, 23 A, Asutosh Chowdhury Avenue, Ballygunge Phari, Near Birla Mandir, Ballygunge, Kolkata -700 019, West Bengal, hereinafter called the " THIRD PARTY " (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, successors, representatives, administrators and assigns) of the "**THIRD PART**".

**A N D**

**SMT KOMAL AGARWAL**, wife of Gaurav Agarwal, Hindu by faith, Indian by Nationality, Business by occupation, residing at Thirani Mill Compound, Babupara, Siliguri-734005, West Bengal hereinafter called the " FOURTH PARTY " (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, successors, representatives, administrators and assigns) of the "**FOURTH PART**".



*Ratan K. Bagchi*  
NOTARY  
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Regd. No. -7084  
Siliguri, Darjeeling

Partner

M/S. BUILDWORTH DEVELOPERS  
Hemish Venow Agwari

M/S. BUILDWORTH DEVELOPERS  
Vineet Bora of Partner

M/S. BUILDWORTH DEVELOPERS  
Prem Agarwal Partner

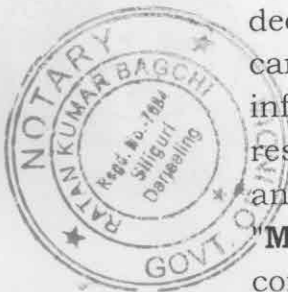
M/S. BUILDWORTH DEVELOPERS  
Komal Agarwal Partner

**WHEREAS** the above named parties of the First to Fourth Parts have agreed and decided to form and constitute a partnership firm between themselves for the purpose of carrying on business of land development, building construction, infrastructure development, redevelopment of properties, construction of residential and commercial buildings, schools, hospitals, clubs, townships and leasing and licensing of property/ies under the trade name & style of "**M/S. BUILDWORTH DEVELOPERS**", having its principal place of business at 6, Lyons Range, Unit No. 2, 5<sup>th</sup> Floor, Kolkata, 700001, West Bengal.

**AND WHEREAS** in order to avoid future differences, doubts and disputes it is deemed fit to reduce in writing the terms and conditions of the Partnership firm.

**NOW THIS INDENTURE WITNESSETH** that the above named parties of the First to Fourth Parts hereby having mutually and voluntarily agreed & decided to form the partnership between themselves for the purpose of carrying on business of land development, building construction, infrastructure development, redevelopment of properties, construction of residential and commercial buildings, schools, hospitals, clubs, townships and leasing and licensing of property/ies under the trade name & style of "**M/S. BUILDWORTH DEVELOPERS**", under the following terms & conditions:

1. **THAT** the Partnership thus constituted shall be deemed to have commenced on and from 30<sup>th</sup> Day of January, 2018.
2. **THAT** the partnership business shall be carried on under the trade name & style of "**M/S. BUILDWORTH DEVELOPERS**" and/or any other name & style as the parties hereby may mutually agree and decide from time to time.
3. **THAT** the firm shall carry out the business of land development, building construction, infrastructure development, redevelopment of properties, construction of residential and commercial buildings, schools, hospitals, clubs, townships and leasing and licensing of property/ies and any other business in whatsoever manner as may be decided by the partners from time to time. The partners may discontinue one line of business and may also start the new line of business/es.



Ratan K. Bagchi  
NOTARY  
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Regd. No. - 7084  
Siliguri, Darjeeling

Partner:

Ms. BUILDWORTH DEVELOPERS  
Komal Agarwal

Ms. BUILDWORTH DEVELOPERS  
Vineet Banerjee  
Partner

Ms. BUILDWORTH DEVELOPERS  
Pran Agarwal  
Partner

Ms. BUILDWORTH DEVELOPERS  
Komal Agarwal  
Partner

4. **THAT** the principal place of business of the firm shall be situated at 6, Lyons Range, Unit No. 2, 5<sup>th</sup> Floor, Kolkata, 700001, West Bengal and/or at such place as the parties may decide from time to time. The partners may by mutual consent open branch or branches of the business at such place or places as they may think fit.
5. **THAT** the partnership shall be a partnership at WILL and shall continue till such time as the partners hereof shall agree.
6. **THAT** the capital shall be contributed by the parties of the first to fourth part from time to time as per requirement of the business.
7. **THAT** it is mutually decided by the parties hereto that the parties of the First to Fourth Part hereto shall keep themselves actively engaged in conducting the affairs of the business of the partnership firm as working partners. However, the parties hereto hereby decide that in all matters relating to firm including opening of bank account, representing before legal authorities or as may be required for smooth running of business of firm any one Partner may be the representative.
8. **THAT** the interest @ 12% p.a. or such rate/s as may be mutually settled by the partners from time to time in accordance with the rate prescribed under section 40(b) of Income Tax Act, 1961 and may be enforce in the relevant financial year shall be credited or payable or paid to the partners on the amount standing to the credit of their capital account. Such interest shall be calculated and credited/paid to the partners at the end of the accounting year or at such earlier date/s as may be mutually settled by the partners. The fact of credit/payment of interest as recorded in the books of accounts of the firm shall be deemed to be the mutual consent of the parties hereto.
9. **THAT** the net profit or loss of the business including that of capital gains or losses after providing interest on capital to partners shall be shared equally between the parties.



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*[Handwritten signature]*  
Ratan Kr. Bagchi  
NOTARY  
Govt. of India  
Regd. No. - 7034  
Siliguri, Darjeeling

Partner

Ms. BUILDWORTH DEVELOPERS  
Komal Kona Agarwal

Ms. BUILDWORTH DEVELOPERS  
Vincent Bainsod  
Partner

Ms. BUILDWORTH DEVELOPERS  
Prern Agarwal  
Partne

Ms. BUILDWORTH DEVELOPERS  
Komal Agarwal  
Partner

10. **THAT** proper book of account to record all transactions relating to the firm shall be maintained. Each party shall have free access at all reasonable times to them and shall be at liberty to take such extracts as he/she thinks fit.
11. **THAT** each of the parties hereto shall have equal control over the management and affairs of the said partnership business.
12. **THAT** the first accounting year of the firm shall commence from 30<sup>th</sup> January, 2018 to 31<sup>st</sup> March, 2018 and thereafter each year on the 1st day of April and expire on 31st March. The accounting year may be changed from time to time as subject to the provisions of Income Tax Act, 1961.
13. **THAT** the Bank account or accounts in the name of the firm shall be opened with such bank or banks as may be mutually settled by the partners and such Bank Account or accounts shall be operated by any of the party hereto.
14. **THAT** the parties hereto may by mutual consent, raise loans from any Bank, person or any other sources, including from Central or State Government or any other financial institution/s or any private enterprise/s for the purpose of partnership with or without any securities.
15. **THAT** the partners shall be entitled to withdraw money to the extent of the net profit of the preceding financial year for their personal necessity with the prior consent of the other partners and such sum be debited to their personal capital account and duly accounted for.
16. **THAT** the partners shall punctually pay off and discharge their separate personal debts and liabilities and shall keep the firm and the other partner effectually indemnified against the same.



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 Natan Kr. Bagchi  
 NOTARY  
 Govt. of India  
 Regd. No. - 7084  
 Siliguri, Darjeeling



Partner

M/s. BUILDWORTH DEVELOPERS  
Himal Kumar Bagchi

M/s. BUILDWORTH DEVELOPERS  
Vineet Banerjee  
Partner

M/s. BUILDWORTH DEVELOPERS  
Prasen Agarwal  
Partner

M/s. BUILDWORTH DEVELOPERS  
Komal Agarwal  
Partner

17. **THAT** each of the partner shall have full authority to institute, prosecute, defend, discontinue, withdraw and compromise any suit or other legal proceedings in any Civil Court or before Income Tax, Commercial Tax Authorities or other Authorities or in any other office or court and to sign, verify and present any plaint petition, written statement, return, application for revision, memorandum of appeal and any other documents and to file tender agreement, quotation etc. and to receive, withdraw, demand and recover any money or dues of the firm from any office, court, corporation, Bank, Central and State Governments, Society, Railways or any other body and to execute all acts and deeds on behalf of the firm and bind other partners in all matters relating to partnership always in good faith and to keep other partners fully informed, about them.

18. **THAT** any Person may be introduced as a new partner of the partnership firm on the mutual consent of all the partners hereof.

19. **THAT** no partner shall sale, assign, mortgage or otherwise transfer his/her share in the partnership to the outsider without the consent of the other partners hereto. In case any partner desires to sale, assign transfer or mortgage his/her share or any part thereof in partnership he/she shall first offer the same to the existing partners and if the existing partners are not interested in the said assignment and/or otherwise to transfer, the said transferring partner may then with the consent of the other partners sale, assign, mortgage or otherwise transfer his/her or any part of his/her share in the partnership to the outsider/s.

20. **THAT** no partner shall without the consent of the other partners release or compound any debt owing to the firm or demolish security to the firm without receiving the full amount thereon or lend any money or goods otherwise than in the usual course of the business or do anything which may cause hardship to or go against the interest of the business of the firm.



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Partner

M/s. BUILDWORTH DEVELOPERS  
Himach Kumar Agarwal

M/s. BUILDWORTH DEVELOPERS  
Vincent Banerjee  
Partner

M/s. BUILDWORTH DEVELOPERS  
Brem Agarwal  
Partner

M/s. BUILDWORTH DEVELOPERS  
Komal Agarwal  
Partner

21. **THAT** none of the partners shall be entitled to dissolve the partnership but if he/she chooses, he/she may retire from the partnership by giving one month's notice in writing to the other partners of his/her intention to do so. In that event the other continuing partner shall be at liberty to admit such other person or persons to the partnership as may be thought fit and proper by them or may carry on the business as partnership firm among themselves. The retiring party shall execute all such deeds and assurance as may be necessary to clothe the continuing partner to carry out the engagements of the firm.

22. **THAT** the partnership business shall not stand dissolved on the death/insolvency or other incapacity of any party hereto but may be carried on by the surviving or other partner together with the legal representatives or heirs of the deceased or such outgoing partner on the same terms and conditions unless otherwise agreed upon between them and such legal representatives or heirs.

23. **THAT** in the event of the retirement of any partner or the legal representative or heir not joining the firm as partner in the circumstances mentioned in clauses above, the retiring partner or the legal representatives or heir, as the case may be, shall be entitled to get share of profit up to the date of retirement or date of happening of event by which the party concerned become incapacitated to continue as a partner and the capital contributed by such outgoing partner as may appear in the books of the firm on the date of such event, such dues shall be paid within such period and may carry such interest, until repayment as may be determined mutually by the continuing partner and the retiring partner or such legal representatives or heir, as the case may be.



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*[Handwritten signature]*  
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NOTARY  
Govt. of India  
Regd. No. -7084  
Siliguri, Darjeeling

Partner

M/s. BUILDWORTH DEVELOPE  
Manish Kumar Agarwal

M/s. BUILDWORTH DEVELOPE  
Vireet Bansal  
Partner

M/s. BUILDWORTH DEVELOPE  
Pran Agarwal  
Partner

M/s. BUILDWORTH DEVELOPE  
Komal Agarwal  
Partner

24. **THAT** with respect to any matter connected with the affairs of the firm, which is not specifically provided for herein, the partners may make such agreements therefore and may set in such manner with regard thereto as may be agreed upon by and between them.

25. **THAT** nothing herein contained shall be construed to limit in any manner the Partners, or their respective agents, servants, and employees, in carrying on their own respective businesses or activities.



26. **THAT** nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. In the event there is any conflict between any provision of this Agreement and any statute, law, ordinance or regulation contrary to which the Partners have no legal right to contract, the later shall prevail, but in such event the provisions of this Agreement thus affected shall be curtailed and limited only to the extent necessary to conform with said requirement of law. In the event that any part, article, section, paragraph or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the entire Agreement shall not fail on account thereof, and the balance of this Agreement shall continue in full force and effect.

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27. **THAT** in case of any dispute arising out of the partnership or with respect to the interpretation of any terms and conditions recorded herein or with respect to the working of this agreement the matter shall be referred to the arbitrators under the provisions of The Arbitration and Conciliation Act, 1996 and the award of the arbitrators and/or umpire as the case may be shall be final and binding on all the parties.

28. **THAT** subject and without prejudice to the express provisions of these presents, the provisions of the Indian Partnership Act, 1932 shall be applicable to the firm and the Partners.

*[Handwritten signature]*  
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29. **THAT** any of the above terms and conditions may be varied, altered or added to or deleted by mutual consent of the partners hereof to be either in writing or implied from conduct.

30. **RULES OF INTERPRETATION**

- a) In this agreement, any reference to singular includes plural and Vice- Versa
- b) In this agreement, words denoting any gender include all other genders

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THESE PRESENTS THIS DAY, MONTH & YEAR FIRST ABOVE MENTIONED.**

WITNESSES:



2.

Ms. BUILDWORTH DEVELOPERS

Manish Kumar Agarwal

**SRI MANISH AGARWAL**  
Partner  
**(FIRST PARTY)**

Ms. BUILDWORTH DEVELOPERS

Vineet Bansal

**SRI VINEET BANSAL**  
Partner  
**(SECOND PARTY)**

Ms. BUILDWORTH DEVELOPERS

Prem Agarwal

**SMT PREM GARWAL**  
Partner  
**(THIRD PARTY)**

Ms. BUILDWORTH DEVELOPERS

Komal Agarwal

**SRI KOMAL AGARWAL**  
Partner  
**(FOURTH PARTY)**

Ratan Kr. Bagchi  
NOTARY  
Govt. of India  
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Identified by me  
Chandrabhaga Kumar Bar  
Advocate