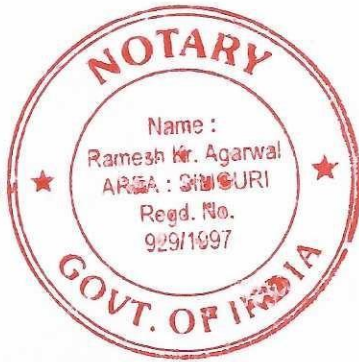


RAMESH KR. AGARWAL  
NOTARY  
(Appointed by the Govt. of India)



Professional Address :  
P.N.B. Building  
Hill Cart Road  
P.O. SILIGURI- 734401  
Dist, DARJEELING  
Phone : 9434006684, 9832619444

Serial No 6/23-09-2022

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

TO ALL TO WHOM THESE PRESENTS shall come, I, Sri Ramesh Kr. Agarwal 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 ..... 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 :

" DEED OF PARTNERSHIP FOR ADMISSION OF PARTNER "

PRIMA FACIE the annexed instrument 'A' appears to be the usual procedure serve and avail as needs or occasion shall or may require 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 23<sup>rd</sup> Day of Sep in the year of Christ 2022

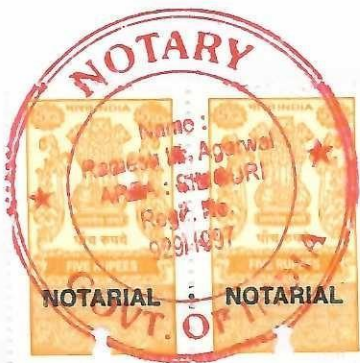
SOLEMNLY AFFIRMED & DECLARED  
BEFORE ME ON IDENTIFICATION

23.9.22  
Ramesh Kr. Agarwal  
NOTARY  
SILIGURI  
RAMESH KR. AGARWAL  
NOTARY

Regd. No. 929 /1997

The executent/s is/are identified by me :

AA  
Advocate

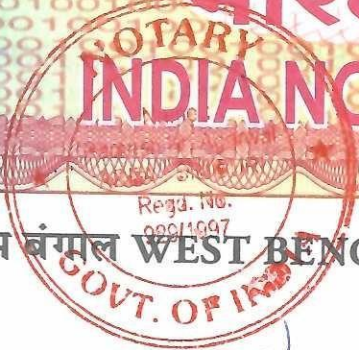


23 SEP 2022



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AE 976190



✓ S. C. Agarwal

Smil

LUMINA DEVELOPERS LLP

✓ Designated Partner

## DEED OF PARTNERSHIP FOR ADMISSION OF PARTNER

SOLEMNLY AFFIRMED & DECLARED BEFORE ME ON IDENTIFICATION

23.9.22

Ramesh Kr. Agarwal  
NOTARY  
SILIGURI

23 SEP 2022

NON JUDICIAL STAMP

SI No. 2803 Dated 26/08/22

Name S.K.A. Lumina Developers

Of. s/s

Value Rs. 100/- (Rupees one hundred only)

SANDHYA SANKAR GOON  
GOVT. STAMP VENDOR  
SILIGURI COURT  
L/No.-17/RM OF 2018

भारतीय गैर न्यायिक



NOTARY  
INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL



AB 548200

S. C. Agarwal

LUMINA DEVELOPERS LLP

Designated Partner

**THIS DEED OF PARTNERSHIP FOR ADMISSION OF PARTNER  
IS MADE ON THIS, THE 22<sup>ND</sup> DAY OF SEPTEMBER, IN THE  
YEAR TWO THOUSAND AND TWENTY-TWO**

SOLEMNLY AFFIRMED & DECLARED  
BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal  
NOTARY  
SILIGURI

23 SEP 2022

NON JUDICIAL STAMP

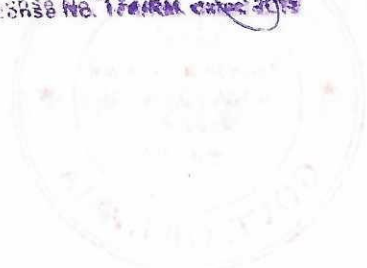
Sl. No. 3271 Dated 31/08/22

Name SKA Lumina Developers

of 34

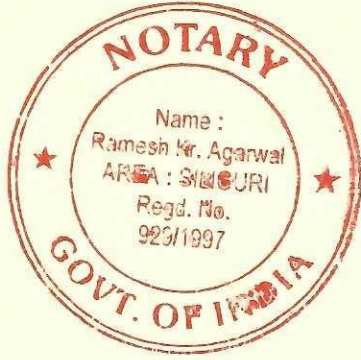
Value Rs. 50/- (Rupees) Fifty only

Sandhya Saha Goon  
88VI, Stamp Vendor  
Siliguri Court  
Licence No. 174/RM dated 2019



SKA LUMINA DEVELOPERS LTD

31/08/22



BETWEEN

**SRI SUSHIL KUMAR AGARWAL (PAN ACVPA7535P, AADHAAR NO. 2991 2706 7649)**, S/o Late Masanilal Agarwal, Hindu by religion, Business by occupation, Resident of M L Agarwal and Brothers, Church Road, Ward No. 10, Siliguri - 734001, Dist – Darjeeling, in the state of West Bengal, herein after called the **FIRST PARTY OR EXISTING PARTNER** (Which expression shall mean and include unless excluded by or repugnant to the context his heirs, successors, executors, legal representatives, administrators and assigns) of the **FIRST PART**.

AND

**SRI SUNIL KUMAR AGARWAL (PAN ANXPA0212G, AADHAAR NO. 5596 3547 3011)**, S/o Khajanchi Ram Agarwal, Hindu by religion, Business by occupation, resident of Singtam Nagar Pachayat, Mandir Lane, Singtam Forest Block, East Sikkim – 737134, in the State of Sikkim, herein after called the **SECOND PARTY OR EXISTING PARTNER** (Which expression shall mean and include unless excluded by or repugnant to the context his heirs, successors, executors, legal representatives, administrators and assigns) of the **SECOND PART**.

AND

**LUMINA DEVELOPERS LLP, (PAN AAIFL6938L, LLP IDENTIFICATION NO. AAR-9160)**, a registered Limited Liability Partnership Incorporated under the Limited Liability Partnership Act, 2008, having office at 3<sup>rd</sup> Floor, Room No. 23, International Market, Sevoke Road, Siliguri – 734001, Dist: Darjeeling, in the State of West Bengal, represented by one of its Designated Partner Sri. Kajal Sarkar, son of Sri. Kamal Sarkar, PAN AVQPS9559R, resident of Dakghar Sarani, Bhaktinagar, Siliguri, Dist: Jalpaiguri, herein after called the **THIRD PARTY OR INCOMING PARTNER** (Which expression shall mean and include unless excluded by or repugnant to the context its partners, administrators, successors in office, authorized representatives and permitted assigns) of the **THIRD PART**.

*S. C. Agarwal* ✓

*[Signature]*

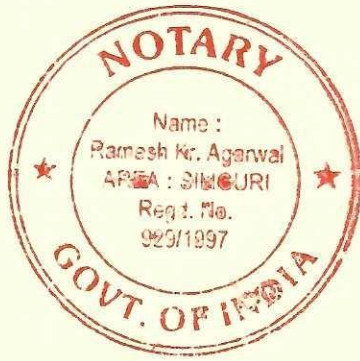
SOLEMNLY AFFIRMED & DECLARED  
BEFORE ME ON IDENTIFICATION

*[Signature]*  
23.9.22

Ramesh Kr. Agarwal  
NOTARY  
SILIGURI

23 SEP 2022

Page 3 of 12  
LUMINA DEVELOPERS LLP  
*[Signature]*  
Designated Partner



WHEREAS the above named parties of the First and Second Part has been carrying a business under the trade name of **SKA DEVELOPERS**, in terms of deed of partnership dated 1<sup>st</sup> November, 2021 having PAN: AEOFS8685R.

AND WHEREAS the existing partners now desire to admit a new partner in the said partnership firm and the new partner namely third party of this deed **LUMINA DEVELOPERS LLP** is also willing to join the said partnership on the terms hereinafter provided.

AND WHEREAS in order to avoid future differences, doubts and disputes, it is deemed fit to reduce in writing the fresh terms and conditions of the partnership firm arising due to admission.

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

**1. NAME OF THE FIRM:**

THAT the business of the firm shall be carried on under the new name and style as "SKA LUMINA DEVELOPERS" from the date of execution of this deed.

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

- a) THAT the partnership business is in continuance from the date of its incorporation i.e. 1<sup>st</sup> Day of November 2021.
- b) THAT the admission of the partner shall be effective from the date of execution of this deed.
- c) THAT the partnership shall be one "AT WILL".

*S. C. Agarwal*

*[Signature]*

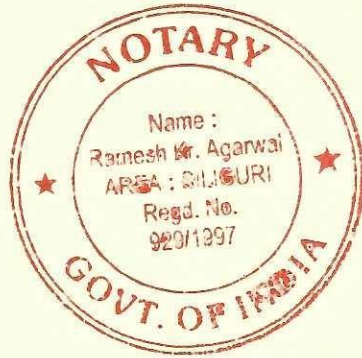
Page 4 of 12  
LUMINA DEVELOPERS LLP  
*[Signature]*  
Designated Partner

SOLEMNLY AFFIRMED & DECLARED  
BEFORE ME ON IDENTIFICATION

*23.9.22*

Ramesh Kr. Agarwal  
NOTARY  
SILIGURI

23 SEP 2022



d) THAT the principal place of partnership business shall be City Centre, 2<sup>nd</sup> floor, Room No. 0208, Office Block-F, PS: Matigara Siliguri-734010 Dist: Darjeeling, in the state of West Bengal, India. The partners mutually agreeing may open/close branch(es) and shift the principal place of business from time to time.

### 3. BUSINESS:

THAT the principal business of the firm shall be Real estate, Developers, Builders, purchase & Sale of land, development of land, construction and or promotion of buildings, and similar other works and/or any other type or line of business, adventure or undertakings. The firm may continue or discontinue any business which the partners may mutually agree upon themselves from time to time.

### 4. CAPITAL AND FUND:

- a) THAT the Parties hereto of the First and Second Part had contributed their plot of land as described in the Schedule "A" below as the initial capital contribution to the business of the firm as per the partnership deed dated 1<sup>st</sup> November, 2021 and the same has been credited to the respective capital accounts of the First and Second Party.
- b) THAT the Third Party shall initially contribute 45% of undivided share of the land as described in schedule -A below which is equivalent to Rs. 28,00,00,000/- as his capital contribution. The capital contribution by the Third Party shall be withdrawn by the First and Second Party to maintain capital contribution ratio as agreed in this deed. Further cost, charges if any for updation of Land records for induction of new partner and or change of firm name shall be borne by the incoming partner.
- c) THAT the further capital for the day to day business shall be contributed by all the partners of the firm mentioned herein above, as and when required in the following ratio.

S. C. Agarwal

Page 5 of 12  
LUMINA DEVELOPERS LLP

Designated Partner

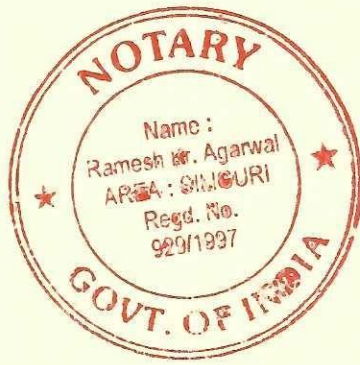
SOLEMNLY AFFIRMED & DECLARED  
BEFORE ME ON IDENTIFICATION

23.9.22

Ramesh Kr. Agarwal  
NOTARY  
SILIGURI

23 SEP 2022





PARTY NAME	CAPITAL CONTRIBUTION RATIO
FIRST PARTY – SRI SUSHIL KUMAR AGARWAL	27.50%
SECOND PARTY – SRI SUNIL KUMAR AGARWAL	27.50%
THIRD PARTY – LUMINA DEVELOPERS LLP	45.00%

d) 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 business with or without securities.

#### 5. ACCOUNTS:

- 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 of profit mentioned in point no. 7 in this deed.
- b) THAT the books of account, if any, together with all other papers and documents shall be kept at the place or places of business of the firm and all the partners shall be at reasonable time be entitled to inspect or take copies or extracts thereof.

#### 6. BANK ACCOUNTS:

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 & such bank account or accounts, whether existing or new shall be operated under the joint signature of i) any one party among First and Second Party and ii) the Third Party.

✓  
S.K. Agarwal

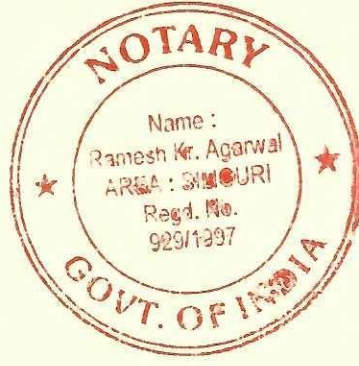
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Page 6 of 12  
LUMINA DEVELOPERS LLP  
✓  
  
Designated Partner

SOLEMNLY AFFIRMED & DECLARED  
BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal  
NOTARY  
SILIGURI

23 SEP 2022



#### 7. PROFIT & LOSS OF THE FIRM:

THAT the profit or loss determined at the end of every year, interval or period, as the case may be, shall belong to and be borne by all the parties in the following ratio:

PARTY NAME	RATIO
FIRST PARTY – SRI SUSHIL KUMAR AGARWAL	31.50%
SECOND PARTY – SRI SUNIL KUMAR AGARWAL	27.50%
THIRD PARTY – LUMINA DEVELOPERS LLP	41.00%

#### 8. DRAWINGS OF PARTNERS:

THAT each partner shall be entitled to withdraw money for personal expenses with the prior consent of the other partner and such sum shall be debited to their capital account and duly accounted for. In no case withdrawal money exceed his / their partner capital account.

#### 9. REMUNERATION / INTEREST TO PARTNERS:

- a) INTEREST TO PARTNERS: THAT the partners shall be entitled to get interest on their Capital at the rate of 12 per cent per annum unless otherwise mutually decided by the partners. The fact of the credit / payment of interest as recorded in the books of account of the firm shall be deemed to be mutual consent of the parties hereto. The partners may by mutual consent decide not to pay any interest on capital in the year when the profits are not sufficient or there is loss or as they deed fit.
- b) REMUNERATION & STATUS OF THE PARTNERS: THAT the First Party shall be the working partner of the firm, who has agreed to keep himself actively engaged in conducting the affairs of the business of the firm and manage the working of the firm. The remuneration payable to the working partner shall be computed in the manner laid down or deduction under section 40(b)(v), read with Explanation 3 of the Income-tax Act, 1961 or any other applicable provision as may be in force in the income-tax assessment of the partnership firm for the relevant accounting year.

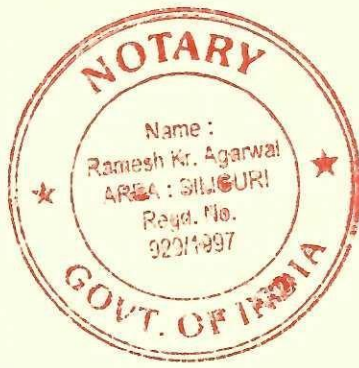
S. K. Agarwal

Page 7 of 12  
LUMINA DEVELOPERS LLP  
  
Designated Partner

SOLEMNLY AFFIRMED & DECLARED  
BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal  
NOTARY  
SILIGURI

23 SEP 2022



The partners shall be entitled to mutually reduce or not to pay remuneration to any working partner or partners as the case may be. The partners may also agree to revise the mode of calculating the above said remuneration as may be agreed to by and between the partners from time to time.

#### 10. AUTHORISATION FOR AGREEMENTS AND DEEDS:

THAT i) any one party among First and Second Party and ii) the Third Party, are hereby jointly authorised to execute all deeds and agreements in respect of any immoveable or moveable property or properties or interest therein belonging to the partnership firm and the same shall be binding on all the partners of the firm.

#### 11. OTHER AUTHORISATIONS:

- a) THAT any of the partners are hereby authorised to employ, dismiss, degrade or promote any employee or the agent of the Firm.
- b) THAT the First Party namely Sri Sushil Kumar Agarwal, is hereby authorised to do all necessary things relating to Planning and Supervision of the construction projects run by the firm on behalf of the firm.
- c) THAT any partner is hereby authorised to represent the firm before the Export and Import Authorities, Sales Tax, Income Tax Authorities and any other Central Government(s) and Semi Government(s) 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. Semi Govt. or other Department and/or Private party and to give valid receipt thereof.
- d) THAT any partner is hereby authorised to apply for tender papers/documents, to sign and submit them, to negotiate/settle rates, to receive payments in any form and to do all incidental matters in connection with above with any Central Govt., State Govt., or Semi Govt. or any other authority and/or private party on firm's behalf.

*S. C. Agarwal*

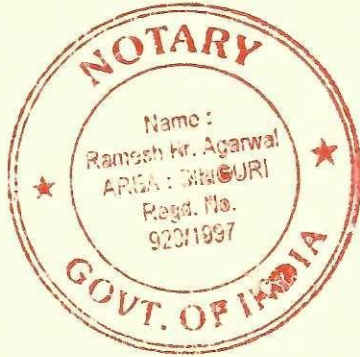
*[Signature]*

Page 8 of 12  
LUMINA DEVELOPERS LLP  
*[Signature]*  
Designated Partner

SOLEMNLY AFFIRMED & DECLARED  
BEFORE ME ON IDENTIFICATION

*[Signature]*  
23.9.22  
Ramesh Kr. Agarwal  
NOTARY  
SILIGURI

23 SEP 2022



## 12. RETIREMENT / DISSOLUTION/ ADMISSION OF NEW PARTNER:

- a) THAT none of the partners shall be entitled to dissolve the partnership but if he chooses, he may retire from the partnership by giving a notice in writing to the other partner of his intention to do so. In that event the other partner 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 shall execute all such deeds and assurance as may be necessary required to give effect of his intention to do so.
- b) THAT on retirement, no partner shall be entitled to claim anything towards goodwill, credential etc. of the firm.
- c) 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 place. In case the legal heir(s) is not so willing to join the firm, the surviving partner shall be entitled to carry on the business of the partnership by reconstituting the firm in any manner he / they like.
- d) THAT any Person may be introduced as a new partner of the partnership firm on the mutual consent of all the partners hereto.
- e) THAT no partner shall sale, assign, mortgage or otherwise transfer its 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 its share or any part thereof in partnership it 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 its or any part of its share in the partnership to the outsider/s.

*S. C. Agarwal*

✓ *[Signature]*

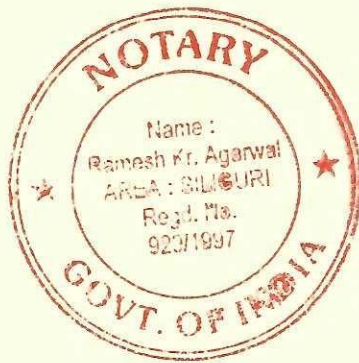
Page 9 of 12  
LUMINA DEVELOPERS LLP  
✓ *[Signature]*  
Designated Partner

SOLEMNLY AFFIRMED & DECLARED  
BEFORE ME ON IDENTIFICATION

*[Signature]*  
23.9.22

Ramesh Kr. Agarwal  
NOTARY  
SILIGURI

23 SEP 2022



### 13. OTHER GENERAL CLAUSES:

- a) THAT any of the clauses as referred to hereinabove may be altered and/or amended with the mutual consent of the partners.
- b) THAT in case of any disputes, doubts or differences arising between the partners during the continuance of the partnership business or afterwards regarding the interpretation of the contents of this instruments of the partnership or regarding any matter or transactions relating to the partnership business, it shall be referred to an Arbitrator to be appointed by the parties to the disputes and the Arbitration shall be conducted at Siliguri in accordance with the provision of the Arbitration and Conciliation Act, 1996.
- 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 separate debts and liabilities and shall keep the firm and its properties effectively indemnified against the same.
- e) 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.
- f) 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.
- g) 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.

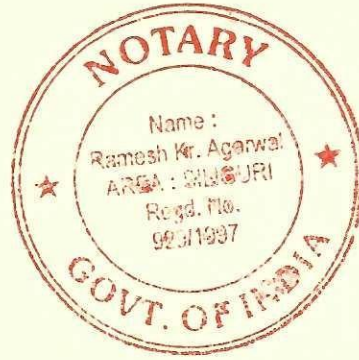
S. C. Agarwal

Page 10 of 12  
LUMINA DEVELOPERS LLP  
  
Designated Partner

SOLEMNLY AFFIRMED & DECLARED  
BEFORE ME ON IDENTIFICATION

23.9.22  
Ramesh Kr. Agarwal  
NOTARY  
SILIGURI

23 SEP 2022



### SCHEDULE A

All that the leasehold right, title and interest in respect of the land comprised in the plot measuring an area more or less 2.61 Acres or 157.905 Katha approx, comprising in RS Khatian No. 260, corresponding to its LR Khatian No. 307, RS Plot No. 451, LR Plot No. 504, Area 0.68 Acre RS Plot No. 297, LR Plot No. 505, Area 0.95 Acre RS Plot No. 466, LR Plot No. 508, Area 0.98 Acre Under Mouza – Ujanu, JL No. 86, under PS Matigara, in the district of Darjeeling, for the remaining un-expired period of lease of 99 years commencing from the 23<sup>rd</sup> Day of April, 2002, granted under the parent lease.

The said land is butted and bounded as follows:

- On the North : Land of Luxmi Township Ltd. and Chandmoni TE
- On the South : National Highway
- On the East : Land of Chandmoni Tea Estate
- On the West : 35m Wide Metal Road

✓  
S. C. Agarwal

✓

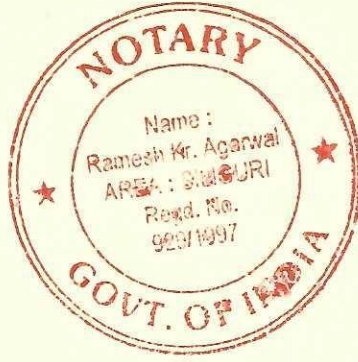
✓  
LUMINA DEVELOPERS LLP  
Designated Partner

SOLEMNLY AFFIRMED & DECLARED  
BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal  
NOTARY  
SILIGURI

Page 11 of 12

23 SEP 2022



IN WITNESS WHEREOF, ALL the partners have put their respective signatures in the presence of the witnesses on this deed as a token of their assent to this deed.

WITNESSES:

1. <sup>Santia</sup>  
Santia Kr. Sharma  
Babupar, Siliguri  
734005

*S. U. Agarwal*

FIRST PARTY

SRI SUSHIL KUMAR AGARWAL

2. *Hema Thapa*  
Hema Thapa  
Shirmandir  
Kadamtala - 734011

*Hema Thapa*

SECOND PARTY

SRI SUNIL KUMAR AGARWAL

LUMINA DEVELOPERS LLP

*Sanjay Kumar*  
Designated Partner

THIRD PARTY

LUMINA DEVELOPERS LLP

Identified by me:

*AA*  
Advocate / Siliguri

SOLEMNLY AFFIRMED & DECLARED  
BEFORE ME ON IDENTIFICATION

*R 23.9.22*

Ramesh Kr. Agarwal  
NOTARY  
SILIGURI

23 SEP 2022

23 SEP 2022