

Debasish Chakraborty Notary

(Appointed by Govt. of India)

Serial No. Dated 18 JUL 2022 20

Chamber
Sushil Smaran, Opposite Employment
Exchange, Haren Mukherjee Road,
Ward No. 12, Hakimpara, Siliguri
Mobile : 9933157415
9641760838, 7679883606



NOTARIAL CERTIFICATE

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

To ALL TO WHOM THESE PRESENT shall come, I, **Sri Debasish Chakraborty**, 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 also by Sri / Smt. R. Chakraborty, 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

PRIMA FACIE the annexed instrument 'A' appears to be usual procedure to save 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 18th day of July in the of year 2022



NOTARIAL STAMP

18 JUL 2022
R
Debasish Chakraborty
Notary Govt. of India
Siliguri Darjeeling
Regd No. 13/92

Debasish Chakraborty
Notary Govt. of India

The executants is/are identified by me

R. Chakraborty
Advocate Siliguri
Advocate



पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL

AE 950816



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DEED OF PARTNERSHIP

R. Chakraborty
Advocate, Siliguri

18 JUL 2022
Debashish Chakraborty
Notary Govt. of India
Siliguri, Darjeeling
Regd No. 13792

NON JUDICIAL STAMP

SI No. 2100 Dated 24/06/22

Name Newin Agarwal & others

Of s/s

Value Rs. 1000 (Rupees only)

SANDHYA SARA GOON
GOVT. STAMP VENDOR
SILIGURI COURT
L/No.-17/RM OF 2015

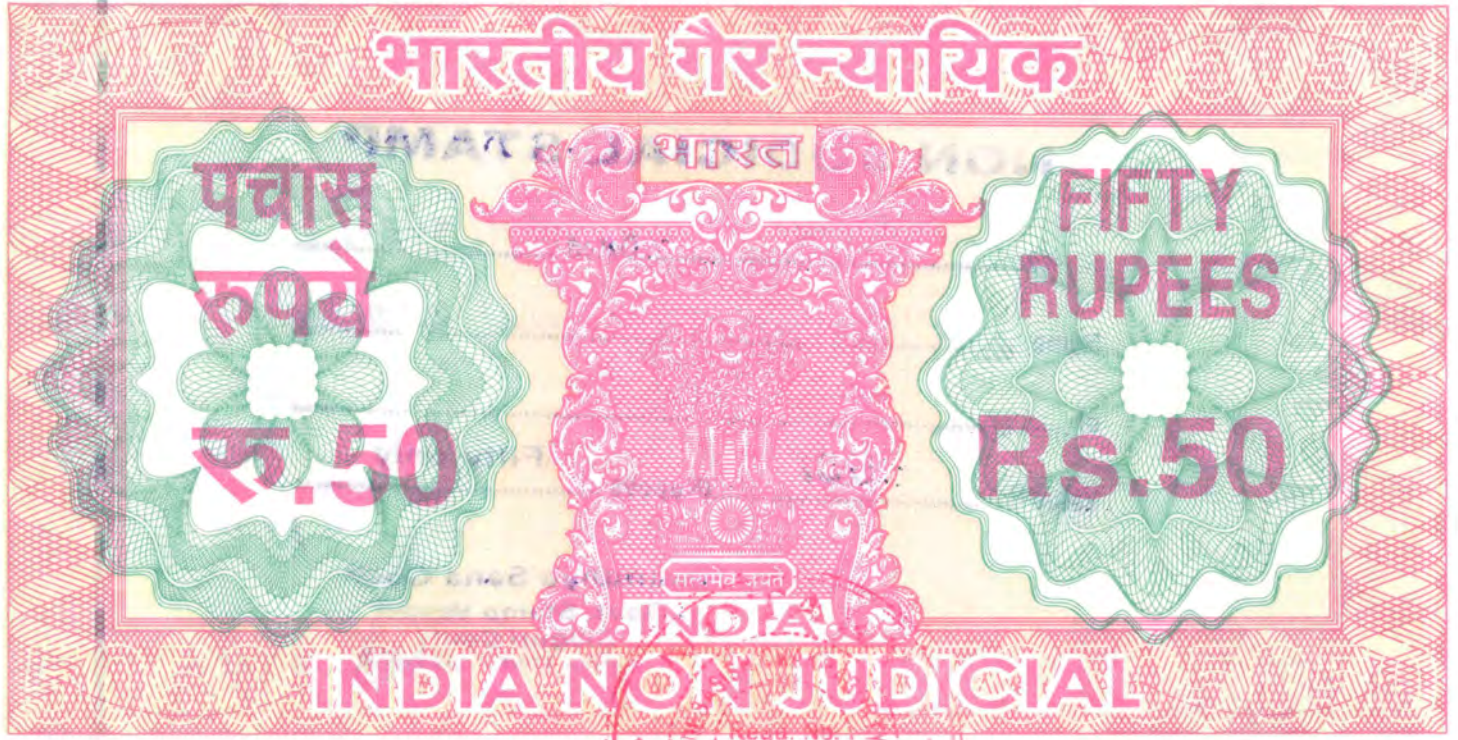


Handwritten signatures of the parties involved in the deed.

DEED OF PARTNERSHIP

30 JUL 2022
Notary Govt. of India
Siliguri, Darjeeling
Road No. 13793

Advocate
E.C. Dasgupta



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AB 515307



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[Handwritten signature]

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THIS DEED OF PARTNERSHIP IS MADE ON THIS,
THE 10TH DAY OF JULY, IN THE YEAR TWO
THOUSAND AND TWENTY TWO AT SILIGURI

[Handwritten signature]
18 JUL 2022
Debasish Chakraborty
Notary Govt. of India
Siliguri, Darjeeling
Regd No. 13792

R. Chakraborty
Advocate, Siliguri

NON JUDICIAL STAMP

Sl. No. 2401 Dated 24/06/22

Name Narain Agarwal Brothers

of 22

Value Rs. 501 (Rupees Fifty only)

Andhra Seha Gosh
Govt. Stamp Vendor
Siliguri Court
License No. 174/RM/2016



THIS DEED OF PARTNERSHIP IS MADE ON THIS
THE 10TH DAY OF JULY, IN THE YEAR TWO
THOUSAND AND TWENTY TWO AT SILIGURI

7 JUL 2022
Notary Court of India
Siliguri, Darjeeling
Regd No. 1392

Navin Agarwal

Harsh Agarwal

Sujit Kumar Agarwal

Rajesh Kumar Agarwal

Rajesh Kumar Agarwal

Sujit Kumar Agarwal

BETWEEN

SRI. NAVIN AGARWAL, (PAN ACRPA8681L), S/o Sri Kedar Nath Agarwal, Business by Occupation, Hindu by religion, and Individual having his permanent residential address at Ashram Para, Udham Singh Sarani, Siliguri-734001, Dist - Darjeeling, 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 its legal heirs, executors, legal representatives, administrators and assigns) of the **"FIRST PART"**

AND

SRI. HARSH AGARWAL, (PAN BQBPA2795Q), S/o Sri Rajesh Kumar Agarwal, Business by Occupation, Hindu by religion, and Individual having his permanent residential address at Ashram Para, Udham Singh Sarani, Siliguri-734001, Dist - Darjeeling, 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 its legal heirs, executors, legal representatives, administrators and assigns) of the **"SECOND PART"**

AND

SRI. SUJIT KUMAR AGARWAL, (PAN ACIPA8145L), S/o Sri Raj Kumar Agarwal, Business by Occupation, Hindu by religion, and Individual having his permanent residential address at Asmi Kunj, B Block, 3rd Floor, Jatin Das Sarani Bylane, Near Jewel Club, Punjabipara, Siliguri-734001, Dist - Darjeeling, 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 its legal heirs, executors, legal representatives, administrators and assigns) of the **"THIRD PART"**

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Debasish Chakraborty
Notary Govt. of India
Siliguri, Darjeeling
Regd No. 13792

Handwritten signatures and initials:
1. *Namini Anur* (with 'YZ' below)
2. *Harsh Agarwal* (with 'YH' below)
3. *Sujit Kumar Agarwal* (with 'YS' below)
4. *Mamun Bajla* (with 'YS' below)
5. *Ramesh Bajla* (with 'YR' below)
6. *Ashish Bajla* (with 'YR' below)

AND

SRI. SHIVAM GOYAL, (PAN BXEPG0251K), S/o Sri Sushil Kumar Goyal, Business by Occupation, Hindu by religion, and Individual having his permanent residential address at Green Building, Indira Bye Pass Road, Sichey, Near KBT Fuels, Gangtok-737101, Dist – East Sikkim, in the state of Sikkim, hereinafter called the **“FOURTH PARTY”**(which expression shall unless excluded by or repugnant to the context be deemed to include its legal heirs, executors, legal representatives, administrators and assigns) of the **“FOURTH PART”**









AND

SRI. RAMESH BAJLA, (PAN ACVPB7475M), S/o ^{late} Sri Chouth Mal Bajla, Business by Occupation, Hindu by religion, and Individual having his permanent residential address at 10, Bajla House, K.C. Dey Road, Ward No. 10, Siliguri - 734001, Dist – Darjeeling, 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 its legal heirs, executors, legal representatives, administrators and assigns) of the **“FIFTH PART”**

AND

SRI. ASHISH BAJLA, (PAN AHDPB0041N), S/o Sri Ramesh Bajla, Business by Occupation, Hindu by religion, and Individual having his permanent residential address at 10, Bajla House, K.C. Dey Road, Ward No. 10, Siliguri - 734001, Dist – Darjeeling, in the state of West Bengal, hereinafter called the **“SIXTH PARTY”**(which expression shall unless excluded by or repugnant to the context be deemed to include its legal heirs, executors, legal representatives, administrators and assigns) of the **“SIXTH PART”**

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Siliguri, Darjeeling
Regd No. 13792

WHEREAS the above-named parties agreed and decided between themselves to form and constitute a partnerships firm to carry on business under the trade name and style of **“JAI BALAJI DEVELOPERS”**.

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

1. NAME OF THE FIRM:

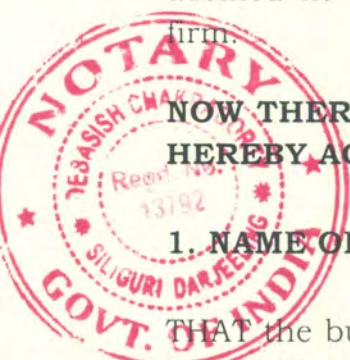
THAT the business of the firm shall be carried on under the name and style of **“JAI BALAJI DEVELOPERS”**.


2. COMMENCEMENT, DURATION & OFFICE:

- a) THAT the partnership business has commenced with effect from date of execution of this Deed of Partnership.
- b) THAT the partnership shall be one "AT WILL".
- c) THAT the principal place of partnership business shall be at **Ground Floor, Shivam Villa, Besides Godricke School, Jyoti Nagar, Siliguri - 734001, Dist: Jalpaiguri. 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, residential and commercial building construction, development, promotion, sale/purchase of plot, lease or rent of residential or commercial building or any such other space, etc and/or any other type or line of business, adventure or




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Handwritten signatures of partners: *Navin Anur*, *Housh Agarwal*, *Sujit Kumar Agarwal*, *Bhraman*, *Ramiah*, and *Asis*. There are also some initials and marks below the signatures.

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 capital of the partnership business for the day-to-day business shall be contributed by all the partners of the firm mentioned herein above, as and when necessary and shall consist of the sum standing to the credit of partners in their respective ledger accounts from time to time.

b) 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 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 proper books of accounts to record all transactions relating to the firm shall be maintained and the books of accounts, 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 shall be operated under joint signature of any one out of two partners mentioned in FIRST PART & SECOND PART and any one out of two partners mentioned in THIRD PART & FOURTH PART.

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Debashish Chakraborty
Notary Govt. of India
Siliguri, Darjeeling
Regd No. 13792

Navin Agarwal

Harsh Agarwal

Sujit-Kumar Agarwal

Shivam Goyal

Ramesh Bajla

Ashish Bajla

X 2

X 1

X 1

X 1

X 1

X 1

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
SRI. NAVIN AGARWAL	13.75%
SRI. HARSH AGARWAL	13.75%
SRI. SUJIT KUMAR AGARWAL	11.00%
SRI SHIVAM GOYAL	16.50%
SRI. RAMESH BAJLA	22.50%
SRI. ASHISH BAJLA	22.50%

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 personal capital account and duly accounted for. In no case withdrawal money extends his capital.

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.

b) REMUNERATION & STATUS OF THE PARTNERS: THAT all the partners except the partners mentioned in FIFTH PART AND SIXTH PART shall be the working partners of the firm, who have agreed to keep themselves



Debashish Chakrabarti
Notary Govt. of India
Siliguri, Darjeeling
Regd No. 13292
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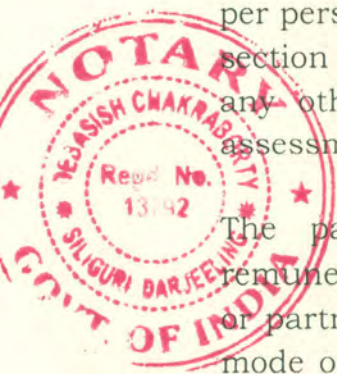
XZ *Manish Anand*
 XH *Harshita Agarwal*
 XG *Sujit Kumar Agarwal*
 XJ *Manish*
 XK *Ramendra Bora*
 XL *Srijita*

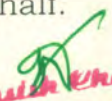
actively engaged in conducting the affairs of the business of the firm and mutually manage the working of the firm. The remuneration payable to the said working partners shall be Rs. 50,000 (Rupees Fifty Thousand Only) per person per month. It shall be computed in the manner laid down under section 40(b)(v), 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.

The partners shall be entitled to increase or reduce the above remuneration and may agree to pay remuneration to other 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. 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 any partner is hereby authorised to represent the firm before the Export and Import Authorities, Goods and Service Tax, 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.
- c) 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.




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Manu Anur
✓ Z

Hanshi Agarwal
✓ H

Sujit Kumar Agarwal
✓ S

Manu Anur
✓ M


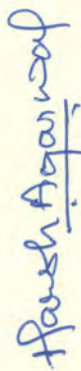




Hanshi Agarwal
✓ H

Sujit Kumar Agarwal
✓ S

- d) THAT any one partner out of two partners mentioned in FIRST PART & SECOND PART and any one partner out of two partners mentioned in THIRD PART & FOURTH PART 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. 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 him. The retiring partner shall execute all such deeds and assurance as may be necessary to close the continuing partnership to carry out the engagements of the firm.
- b) THAT on retirement, no partner shall be entitled to claim anything towards goodwill, credential etc. of the firm. Further on retirement, the partners mentioned in FIFTH PART AND SIXTH PART shall not be entitled to claim anything towards the movable, immovable or any other tangible or intangible assets of the firm. The retiring partner will only be paid the amount remaining in the credit of his capital account as on the date of retirement.
- 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 likes.
- d) THAT any Person may be introduced as a new partner of the partnership firm on the mutual consent of all the partners hereto.

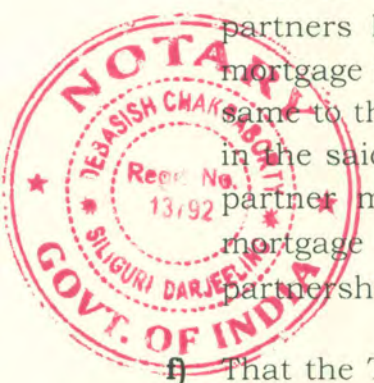








e) THAT no partner shall sale, assign, mortgage or otherwise transfer its share in the partnership to the outsider without the consent of the other partners hereto. In case any partner desires to sale, assign transfer or mortgage its share or any part thereof in partnership it shall first offer the same 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.

f) That the Title to all Partnership Property will remain solely in the name of the Partnership.

12. 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 creating to the partnership business, it shall be refer to Arbitration and Judgment/award of the Arbitration and /or umpire and the award / judgment of the Arbitrator /umpire shall be binding on the parties hereto.
- 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




 Debashish Chakraborty
 Notary Govt. of India
 Alliguri Darjeeling
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18 JUL 2022

Navin Agarwal

Harsh Agarwal

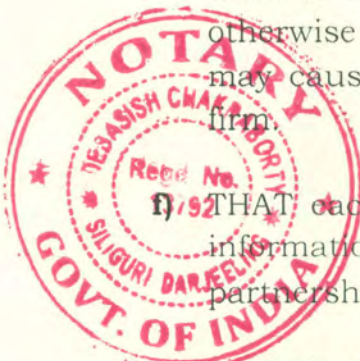
Sujit Kumar Agarwal

Shivam

Famali Bora

Shiba

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.



h) 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) THAT in this deed any reference to singular includes plural and Vice- Versa and words denoting any gender include all other genders.

h) 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.

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. Md. Nasir Hussain
S/O Rayazet Hussain
Dangipara
Siliguri - 734001

NK

Navin Agarwal

FIRST PARTY

SRI. NAVIN AGARWAL

2. Abhijit Basak
S/O Bimal Basak
Asharampara, Siliguri
West Bengal - 734001

X
H

Harsh Agarwal

SECOND PARTY

SRI. HARSH AGARWAL

Debasish Chakraborty
Notary Govt. of India
Siliguri, Darjeeling
Regd No. 13792

18 JUL 2022



KSU *Sujit Kumar Agarwal*

THIRD PARTY
SRI. SUJIT KUMAR AGARWAL

SH *Shivam*

FOURTH PARTY
SRI. SHIVAM GOYAL

KR *Ramesh Bajla*

FIFTH PARTY
SRI. RAMESH BAJLA

KA *Ashish*

SIXTH PARTY
SRI. ASHISH BAJLA

Drafted, read over and explained to all the partners by me:

Jittendra Mittal

(CA. JITTENDRA MITTAL)
CHARTERED ACCOUNTANT
Mem No. 058378

IDENTIFIED BY ME
R. Chakraborty
Advocate, Siliguri
Advocate, Siliguri

Debashish Chakraborty
Notary Govt. of India
Siliguri, Darjeeling
Regd No. 13792