

*Ratan Kumar Bagchi*

NOTARY  
GOVT. OF INDIA



Serial No. ....

Date 23.08.18 .....

## 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 Savitreey Chatterjee 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" is the:

"PARTNERSHIP DEED"

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 23rd day of Month the year of Christ 2018.



*Ratan Kumar Bagchi*  
**RATAN KUMAR BAGCHI**

NOTARY  
Govt. of India  
No. 708  
Siliguri, Dist. Darjeeling

The Executants is / are identified by me :

*Savitreey Chatterjee*  
Advocate

# भारतीय गैर न्यायिक

पचास  
रुपये  
रु.50



FIFTY  
RUPEES  
Rs.50

## INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

W 143355



*Narayan Kumar Bagchi*  
Dwarika Infra  
Partner

Partner

*Dwarika Infra*  
Dwarika Infra  
Partner

Partner

*Dwarika Infra*  
Dwarika Infra  
Partner

Partner

*Dwarika Infra*  
Dwarika Infra  
Partner

PARTNERSHIP DEED

Cont.....P/2

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

JUDICIAL Stamp  
No. 3039 Date 22.2.18

Dwarika Datta

Value Rs. 100/-

Signature of Tanmoay Roy

Local Stamp vendor  
Hugogra  
Lic. No. 546/RAB  
07 / Darjeeling

100/-

100/-

100/-



Handwritten mark at the bottom left corner.

भारतीय गैर न्यायिक

पचास  
रुपये  
₹.50



FIFTY  
RUPEES  
Rs.50

INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

W 143356



Dwarika Infra

*Naresh Kumar Agarwal*

Partner

Dwarika Infra

Page 2

Partner

Dwarika Infra

Partner

*Dwarika Infra*

Partner

PARTNERSHIP DEED

Cont .....P/3

*Ratan Kr. Bagchi*  
NOTARY  
Govt. of India  
Regd. No.-7094  
Siliguri, Darjeeling

OFFICIAL STAMP

9038

Date 22.3.18

N. Dwarika Prasad

U. [Signature]

Value [Signature]  
Cont. Stamp Vendor  
Hauzoga  
Lic. No- 54/VRM  
U / Darjaling

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OFFICE OF THE  
CONTROLLER OF STAMPS  
WEST BENGAL  
KOLKATA

# भारतीय गैर न्यायिक

पचास  
रुपये

रु.50

भारत

FIFTY  
RUPEES

Rs.50

INDIA

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

W 143357



Dwanika Infra

Partner

*Nimesh Kumar Agarwala*

Dwanika Infra

Partner

*Deepti K. Chatterjee*

Dwanika Infra

Partner

*Pratima Chatterjee*

Dwanika Infra

Partner

*Pratima Chatterjee*

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THIS DEED OF PARTNERSHIP IS MADE ON THIS THE 23<sup>rd</sup>  
DAY OF March, 2018 (TWO THOUSAND EIGHTEEN)

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*23/3/18*  
Ratan Kr. Bagchi  
NOTARY  
Govt. of India  
Regd. No.-7084  
Siliguri, Darjeeling

POSTAL ORDER  
3037 Date 22.3.18

To Dwasika Prifm

For Rs 100

Value Rs 100

Tammyoy Nay  
Govt Stamp Vendor  
Hydugra  
Lic. No 546/RMS  
U / Uarjeelina

Postage stamps

Postage stamps

Postage stamps

Postage stamps

Postage stamps

Postage stamps

Postage stamps

Postage stamps





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B E T W E E N

Dwarika Infra

Partner  
Naresh Kumar Agarwal  
Dwarika Infra

Partner

Dwarika Infra

Partner

Dwarika Infra

Partner

**SHRI NARESH KUMAR AGARWAL (PAN No-ACGPA7787G)** Son of Late Keshoram Agarwala, Hindu by religion, Indian by Nationality, Business by occupation, resident of Cigrate Company Compound, S.F. Road, P.O & P.S Siliguri in the District of Darjeeling --- hereinafter called **FIRST PARTY** (which expression shall mean and include unless excluded by or repugnant to the context his heirs executors, successors, administrators, representatives and assigns) of the **FIRST PART**.

A N D

**SHRI DEEPAK KUMAR AGARWAL (PAN No- ACZPA4957D)** Son of Late Shyam Sundar Agarwal, Hindu by religion, Indian by Nationality, Business by occupation, resident of Mahabirsthan, Siliguri Town, Siliguri, P.O & P.S Siliguri in the District of Darjeeling --- hereinafter called the **SECOND PARTY** (which expression shall mean and include unless excluded by or repugnant to the context his executors, successors, administrators, legal heirs, representatives and assigns) party of the **SECOND PART**.

A N D

**SHRI RAJESH KUMAR RUSTAGI (PAN No- ACGPR6118L)** Son of Sri Kartar Chand Rustagi, Hindu by religion, Indian by Nationality, Business by occupation, resident of Vidyasagar Pally, Ward No-7, Khalpara, Siliguri, P.O & P.S Siliguri in the District of Darjeeling --- hereinafter called the **THIRD PARTY** (which expression shall mean and include unless excluded by or repugnant to the context his executors, successors, administrators, legal heirs, representatives and assigns) party of the **THIRD PART**.

Katan K. Bhatnagar  
NOTARY  
Govt. of India  
Regd. No.-7024  
Siliguri, Darjeeling





*Nare Dwarika Infra*  
Partner

Partner

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A N D

*Dwarika Infra*  
Partner

*Dwarika Infra*  
Partner

*Dwarika Infra*  
Partner

**SHRI MRINAL AGARWAL (PAN No-AKSPA1033F)** Son of Shri Naresh Kumar Agarwal, Hindu by religion, Indian by Nationality, Business by occupation, resident of Cigrate Company Compound, S.F. Road, P.O & P.S Siliguri in the District of Darjeeling --- hereinafter called the **FOURTH PARTY** (which expression shall mean and include unless excluded by or repugnant to the context his executors, successors, administrators, legal heirs, representatives and assigns) party of the **FOURTH PART**.

A N D

**WHEREAS** the above named parties hereto of the First, Second, Third And Fourth Parts have mutually decided to constitute a partnership Firm under the name and style "**M/S DWARIKA INFRA**" for carrying on Business.

**WHEREAS** the said parties in order to avoid future disputes, differences and misunderstanding, it has been deemed, expedient by the parties hereto to reduce the terms and conditions of their partnership in writing.

**NOW THIS DEED OF PARTNERSHIP WITNESSETH AS UNDER:**

**1. NAME OF THE FIRM:**

THAT the name and style of the Partnership business shall be "**M/S DWARIKA INFRA**".

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*23/03/18*  
**Ratan Kr. Bagchi**  
NOTARY  
Govt. of India  
Regd. No.-7024  
Siliguri, Darjeeling



Dwarika Infra  
Partner  
Nandak Kumar Bagchi

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Dwarika Infra  
Partner  
Deepak Kumar Bagchi

Dwarika Infra  
Partner  
Ratan Kumar Bagchi

Dwarika Infra  
Partner  
Nandak Kumar Bagchi

## 2. COMMENCEMENT, DURATION AND OFFICE:

- a) THAT the partnership business will be deemed to have commenced with effect from 2<sup>nd</sup> Day of April, 2018.
- b) THAT the Partnership shall be one "AT WILL".
- c) THAT the principal place of the Business of Partnership shall be at Platinum Square, S.F. Road, Siliguri. The partners mutually agreed may open/close other Business and may mutually agreeing shift the principal place of the partnership business from time to time.

## 3. BUSINESS

THAT the business of the partnership shall be of purchase of any land, plot(s) of land or immovable property or any right or interest therein either singly or jointly or in Partnership with any person(s) or Body corporate or partnership Firm and to develop and construct thereon residential, commercial complex or complex(es) either singly or jointly or in partnership as aforesaid, comprising offices for sale or self use or for earning rental income thereon by letting out individual units comprised in such building(s).

The firm shall also be entitled to embark upon all other business as the partner may decide from time to time.

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Ratan K. Bagchi  
NOTARY  
Govt. of India  
Regd. No.-7094  
Siliguri, Darjeeling



Dwarika Infra  
Partner

Dwarika Infra  
Partner

Dwarika Infra  
Partner

Dwarika Infra  
Partner

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#### 4. CAPITALS & FUNDS

THAT the necessary capital as well as further funds/stock/goods required for the purpose of the partnership business shall be contributed /arranged by all the partner either in their Profit Sharing Ratio or as may be mutually decided by them.

#### 5. REMUNERATION TO THE PARTNERS

That the remuneration of the working partner will be decided by partners from time to time but in no case it shall exceed the maximum unit which has been prescribed in the Income Tax Act Rules.

a. On the first Rs. 3,00,000/- of the book profit at the rate 90% (Ninety Percent) of book profit.

b. On the balance of the book profit = 60 % (Sixty percent) of the book profit.

#### 6. INTEREST TO THE PARTNERS

Amount so contributed by the Partners towards capital shall carry interest at the rate 12 % or to be decided by partners from time to time.

*Ratan Kr. Bagchi*  
NOTARY  
Govt. of India  
Regd. No.-7024  
Siliguri, Darjeeling

Cont.....P/8



Dwarika Infra  
Narish Kumar Agarwala  
Partner

Dwarika Infra  
Deepak Kumar Agarwala  
Partner

Dwarika Infra  
Rajesh Kumar Rustagi  
Partner

Dwarika Infra  
Mrinal Agarwal  
Partner

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#### 7. ACCOUNTS:

THAT the account of the firm shall be adjusted annually on 31<sup>st</sup> day of March every year or any other interval or period when the Profit and Loss, as the case may be ascertained and divided amongst the partners according to their share mentioned elsewhere in this deed.

THAT the books of account together with all other papers and documents shall be kept at place of Business of the firm and maintained by all the Partners.

#### 8. BANK ACCOUNT:

THAT the Bank Account or accounts of the partnership business shall be opened with any Bank/s and such account or accounts shall be operated by any two Partners hereto or any person authorized by all the partners in writing.

#### 9. PROFIT / LOSS OF THE FIRM

THAT the net profit and loss of the Partnership Firm as per account maintained by the firm after deducting all expenses relating to business of the partnership shall be divided and distributed among the partners in the ratio as mentioned below at the close of the accounting year.

1. SHRI NARESH KUMAR AGARWAL (FIRST PARTY) -- 25%
2. SHRI DEEPAK KUMAR AGARWAL (SECOND PARTY) -- 25%
3. SHRI RAJESH KUMAR RUSTAGI (THIRD PARTY) -- 25%
4. SHRI MRINAL AGARWAL (FOURTH PARTY) -- 25%

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22/03/18  
Ratan Kr. Bagchi  
NOTARY  
Govt. of India  
Regd. No.-7094  
Siliguri, Darjeeling



Dwarika Infra  
Ronal Kumar Bagchi  
Partner

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Dwarika Infra  
Deepa  
Partner

Dwarika Infra  
Partner

Partner

Dwarika Infra  
Partner

#### 10. DRAWING OF PARTNERS

THAT the partners shall be entitled to withdraw money for their personal necessity with the prior consent of the other partner/s and such sum be debited to their personal account and duly account for. In no case withdrawal money exceeds his capital.

#### 11. STATUS AND POSITION OF PARTNERS:

All the Individual partners shall be the working partner of the firm and shall be entitled to take all decision for and on behalf of the Business firm.

#### 12. RIGHT CLAUSE / FORBIDDEN CLAUSE:

THAT WORKING partners shall be entitled:

1. THAT any two partners or any one partner authorized by all the partners in writing can execute and do all acts and deeds on behalf of the Partnership and bind the other partner(s) in all matters relating to the partners including without limitation, the following acts :-

a. To receive and to give receipts and moneys and to adjust and settle accounts relating to the Partnership and compound debts due to the Partnership;

b. To grant and execute Power or Powers of Attorney in favour of any person or persons and to revoke such Power or Powers of Attorney as and when necessary;

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*23/03/18*  
Ratan Kr. Bagchi  
NOTARY  
Govt. of India  
Regd. No.-7994  
Siliguri, Darjeeling



*Narayan Dwarika Infra*  
Partner

Partner

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*Dwarika Infra*  
Partner

Partner

*Dwarika Infra*  
Partner

Partner

*Dwarika Infra*  
Partner

Partner

- c. To open a Bank account or accounts in the name of the firm with such bank or Banks as may be settled by the parties hereto and the Bank accounts or accounts shall be operated under the signature of any one of the parties hereto or any person authorized by them.;
- d. To ask, demand, sue for, recover and receive whether in cash, cheque or any other mode from any Government Department, Private Establishment, local authority or individuals all moneys due, articles and things which shall become due, owing or payable to or recoverable to the firm and to give an effectual receipt or discharge for the same;
- e. To apply for all kinds of licenses and secure them and also to apply for quota, rights and registrations and for that purpose to appear before authorities appointed for the same and to sign all papers in this connection;
- f. To appear and represent the firm before the Commercial Tax, Income Tax, Customs, Food & Civil Supplies, Directorate of Cottage and Small Scale Industries, Municipalities & Panchayats, Inspector of Factories, Provident & Other Labour Law authorities and all other Government Departments whether original or appeals and also to appear in any court or Tribunal in connection with any suit or proceedings whether Civil or Criminal in which the firm is interested and to sign all papers, documents, applications, bonds, returns etc. in connection with the said matters;

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*23/2/18*  
**Ratan K. Bagchi**  
NOTARY  
Govt. of India  
Regd. No.-7094  
Siiguri, Darjeeling



*Naval Kumar*  
Dwarika Infra  
Partner

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*Dimpalika*  
Dwarika Infra  
Partner

*[Signature]*  
Dwarika Infra  
Partner

*[Signature]*  
Dwarika Infra  
Partner

- g. To submit any dispute relating to the firm or the business of the firm to arbitration;
- h. To sign and submit documents with Reserve Bank of India, Customs, Port, Small Industries Department, Food & Supplies Department and other authorities including without limitation the Export & Import authorities in connection with the formalities regarding setting up of any industry and / or for management and running thereof and/ or for exports and for claiming incentives & claims / subsidies/ licenses in respect of the business of the said firm and to receive claims and subsidies & incentives on behalf of the firm ;
- i. To submit tenders on behalf of the firm, to apply and obtain tender & contract forms, to negotiate and finalize contracts whether against tender or otherwise with any person, department, Government or otherwise.
- j. To act on behalf of firm generally.

2. Each partner shall render true accounts and full information of all things affecting the Partnership to any partner or his legal representatives.
3. Every partner shall indemnify the Partnership and the other existing partner for any loss caused to it by his fraud in the conduct of the business of the Partnership.

*[Signature]*  
Ratan Kt. Bagchi  
NOTARY  
Govt. of India  
Regd. No.-7094  
Siliguri, Darjeeling

Cont.....P/12



*Ratan Kumar Bagchi*  
Dwarika Infra  
Partner

Page - 12

*Deepak K. Singh*  
Dwarika Infra  
Partner

*Rajendra Kumar*  
Dwarika Infra  
Partner

*Rajendra Kumar*  
Dwarika Infra  
Partner

4. THAT no partner without the consent of the other working partner shall:

- a. Employ any money, goods or effects of 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.
- b. Lend money or give credit on behalf of the Partnership or to have any dealings with any persons, company or firm whom the other partner previously in writing have forbidden it to trust or deal with. Any loss incurred through any breach of provisions shall be made good with the Partnership by the partner incurring the same.
- c. Assign, mortgage or charge his or her "share" in the Partnership or any asset or property thereof or make any other person a partner therein.
- d. Compromise or compound or (except upon payment in full) release or discharge any debt due to the Partnership except upon the written consent given by the other partner.

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



*Narad Kr. Dwarka Infr...*  
*Dwarka Infr...*  
Partner

*Dwarka Infr...*  
Partner

*Dwarka Infr...*  
Partner

Partner

**13. RETIREMENT / DISSOLUTION:**

1. THAT if any party is willing to retire from the firm, he may do so by giving one calendar month's previous notice in writing to other partner/s and in such event the remaining partner/s may either carry on the business as proprietorship or reconstitute the firm in any manner they like.

THAT the firm shall not be dissolved in case of the death of any partner but the same shall be carried on by reconstitution of the firm by admitting the legal heir's of the deceased partner in his place or in any manner they like.

**14. OTHER GENERAL CLAUSE:**

1. THAT any clauses as referred to herein above may be altered and amended with the mutual consent of the partners.

2. 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 Judgement/award of the Arbitration and /or umpire and the award / judgement of the Arbitrator /umpire shall be binding on the parties hereto.

THAT the provisions of the Indian partnership Act, as it stands amended, revised, modified from time to time so far as they are applicable govern this partnership subject express conditions in this presents.

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*b*

*3/2/2018*  
**Ratan Kr. Bagchi**  
NOTARY  
Govt. of India  
Regd. No.-7084  
Biligum, Darjeeling



3. THAT all disputes & matters relating to this firm shall be subject to the jurisdiction at SILIGURI only.

IN WITNESS WHEREOF ALL THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED.  
WITNESSES:

1. Gauram Agarwal  
c/o LT R.D. Agarwal  
Ceth. Sival Market  
Siliguri

*Naresh Kumar Agarwal*  
Dwarika Infra  
SHRI NARESH KUMAR AGARWAL  
Partner  
FIRST PARTY

2. Chanchal  
c/o Babu Das  
Solegaon Market  
Dist. Darjeeling  
P.O. Solegaon

*Deepak Kumar Agarwal*  
Dwarika Infra  
SHRI DEEPAK KUMAR AGARWAL  
Partner  
SECOND PARTY

*Rajesh Kumar Rustagi*  
Dwarika Infra  
SHRI RAJESH KUMAR RUSTAGI  
Partner  
THIRD PARTY

*Mrinal Agarwal*  
Dwarika Infra  
SHRI MRINAL AGARWAL  
Partner  
FOURTH PARTY

*Ratan Kr. Bagchi*  
NOTARY  
Govt. of India  
Regd. No.-7984  
Siliguri, Darjeeling

*Rohit Agarwal*  
PREPARED & IDENTIFIED BY ME  
CA ROHIT AGARWAL  
Mem-303266

Identified by me

*Advocate*  
Advocate