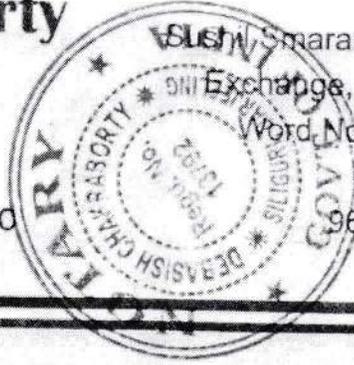


Debasish Chakraborty
Notary

(Appointed by Govt. of India)

Setial No.XXX..... Dated 18/2/2020



Chamber

Smaman, Opposite Employment
Exchange, Haren Mukherjee Road,
Word, No. 12, Hakimpara, Siliguri
Mobile : 9933157415
9841760838, 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

Original Deed of Partnership is enclosed.

PRIME 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.....**February**.....in the of year 20.....**20**.....



NOTARIAL STAMP

Debasish Chakraborty
Notary Govt. of India
Siliguri, Darjeeling
Regd. No. 13192

The executants is/are identified by me



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AC 311466

[Handwritten signature]
Aty Kumar Jha
10/12/2017 07/12/2017
✓ Subir Patra
Bhagwan Kumar

[Handwritten signature]
DEED
OF
[Handwritten signature]

PARTNERSHIP



THIS DEED OF PARTNERSHIP IS MADE ON THIS THE 18th DAY OF FEBRUARY TWO THOUSAND TWENTY

BETWEEN

[Handwritten signature] 18 FEB 2020
Debasish Chakraborty
Notary Govt. of India
Siliguri, Darjeeling

[Handwritten mark]

SANDHYA SAHA GOON
GOVT. STAMP, EMDOR
SILIGURRI COURT
LNO. 1 TERM OF 2015

NON JUDICIAL STAMP
SI No. 1854 Dated 14/02/2020
Name: Atif Kumar Agarwal (Father)
Of: 5/8
Value Rs. 100/- (Rupees one hundred only)

भारतीय गैर न्यायिक

पचास
रुपये
रु. 50

FIFTY
RUPEES
Rs. 50

भारत
INDIA
INDIA NON JUDICIAL



Y 866861

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

SRI AJIT KUMAR AGARWAL, son of Late Rajkumar Agarwal, Hindu by faith, business by occupation, residing at present at Lala Lajpat Roy Road, Ashrampara, P.O. & P.S. Siliguri in the District of Darjeeling, hereinafter called the "**FIRST PARTY**" (Which expression shall mean and include unless excluded by or repugnant to the context his heirs, successors, legal representatives, executors, administrators and assigns) of the '**FIRST PART**'

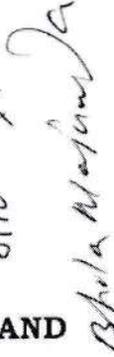
AND

SRI AJAY KUMAR YADAV, Son of Late Gorakh Prasad Yadav, Hindu by faith, business by occupation, residing at Gurung Busty, P.O. & P.S. Pradhan Nagar 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 heirs, successors, legal representatives, executors, administrators and assigns) of the '**SECOND PART**'

Debasish Chakraborty
Notary Govt. of India
Siliguri, Darjeeling
12792

18 FEB 2020 2


Binod Jaiswal
Sabitri Pathak
Bhagwan Thakur

AND

Bhola Malan Ja



SRI BINOD JAISWAL, son of Late Ramchandra Jaiswal , Hindu by faith, business by occupation, residing at Prafulla nagar , Champasari, P.O. & P.S. Pradhan nagar, 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 heirs, successors, legal representatives, executors, administrators and assigns) of the ‘**THIRD PART**’.

AND

SMT SABITRI PATHAK, Wife of Sri Sanjay Pathak , Hindu by faith, business by occupation, residing at Rajendra Nagar , Ward no – 1 , Pradhan nagar , District - Darjeeling - 734003, hereinafter called the “ **FOURTH PARTY**” (Which expression shall mean and include unless excluded by or repugnant to the context his heirs, successors, legal representatives, executors, administrators and assigns) of the ‘**FOURTH PART**’.

AND

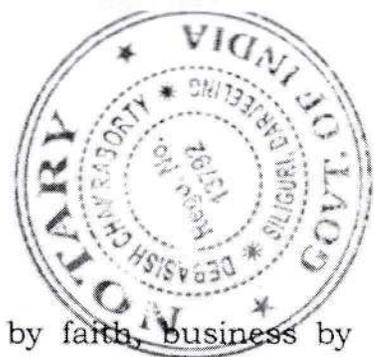
SRI BHAGWAN THAKUR, Son of Late Subodh Thakur, Hindu by faith, business by occupation, residing at Utpal Nagar (Daknikata), Champasari, Pradhannagar , in the District of Darjeeling - 734003, hereinafter called the “ **FIFTH PARTY**” (Which expression shall mean and include unless excluded by or repugnant to the context his heirs, successors, legal representatives, executors, administrators and assigns) of the ‘**FIFTH PART**’.

AND


Debasish Chakraborty
Notary Court of India

18 FEB 2020

MD Jahur
MD Jahur
MD Jahur
Sabit
Bhagwan



MD JAHUR, Son of Md Atiullah Sheikh, Muslim by faith, business by occupation, residing at Netaji Road , Nayabusty , in the District of Darjeeling - 734003, hereinafter called the “ **SIXTH PARTY**” (Which expression shall mean and include unless excluded by or repugnant to the context his heirs, successors, legal representatives, executors, administrators and assigns) of the ‘**SIXTH PART**’.

AND

SRI BHOLA MAJUMDAR , Son of Ramakanta Majumdar, Hindu by faith, business by occupation, residing at Bhanubhakta Sarani, Pradhan nagar in the District of Darjeeling - 734003, hereinafter called the “ **SEVENTH PARTY**” (Which expression shall mean and include unless excluded by or repugnant to the context his heirs, successors, legal representatives, executors, administrators and assigns) of the ‘**SEVENTH PART**’.

AND

WHEREAS the above named parties agreed and decided between themselves to form and constitute a partnership firm to carry on the **business of all type of Construction and General Order Supply** under the trade name of styles of ‘**UNITY CONSTRUCTIONS**’

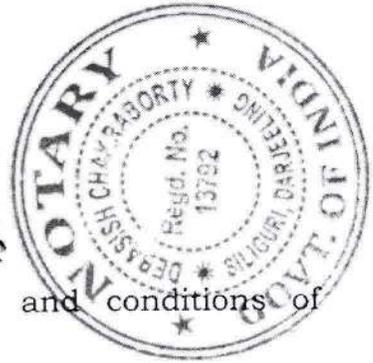
AND WHEREAS in order to avoid future differences, doubts and disputes it is deemed expedient to reduce in writing the terms and conditions of the partnership firm.

NOW THIS INDENTUE WITNESSETH THAT the above named parties having mutually and voluntarily agreed decided to form and constitute a partnership firm between themselves for the purpose of carrying on the **all type of Construction and General order business**, under the trade name of styles of

Debasish Chakraborty
Notary Govt. of India
18 FEB 2020

olly
S. Prasad
Pradip Kumar
Satabdi Bhatnagar
Bhagwan Thakur

off. of
B. K. Mahanta

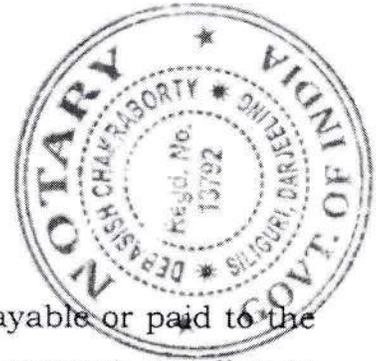


'UNITY CONSTRUCTIONS' under the following terms and conditions of partnership.:-

01. **THAT** the partnership thus constituted shall be deemed to have commenced on and from **17TH Day of FEBRUARY , 2020.**
02. **THAT** the partnership business shall be carried on under the trade name & style of '**UNITY CONSTRUCTIONS**' and/or other name & style as the parties hereby mutually agree and decided from time to time.
03. **THAT** the firm shall carry on the **business of all types of construction , Development and General Order Supply** or such other business/businesses as the parties hereof may decide from time to time.
04. **THAT** the partnership shall be a partnership at WILL and SHALL continue till such time as the parties hereof shall agree.
05. **THAT** the principal place of business shall be situated at c/o. Star Royal , Ground Floor , Naya Busty Road , behind Kali Bary , Champasari , P.O & P.S. Pradhan Nagar, S.M.C Ward No.46, District Darjeeling or at such other place or places as the parties may decide from time to time.
06. **THAT** the total capital of the firm has been contributed by all the parties hereto as per their ratio and more shall be contributed from time to time as per requirement of the business of the firm.

18 FEB 2020
Debashish Chakraborty
Notary Govt. of India
Darjeeling

[Handwritten signature]



07. **THAT** the interest @ 12% P.A shall be credited or payable or paid to the partners at the end of each accounting year on the amount standing to the credit of their capital account.

08. **THAT** it is mutually decided by the parties that the firm hereto shall keep themselves actively engaged in conducting the affairs of the business of the partnership firm as working partners. It is hereby agreed that the working partners shall be entitled to withdraw out of remuneration for their personal needs from time to time. And in case of loss or lower income payment of remuneration to working partners can be nil or at such lower rates as may be agreed to by and between the parties from time to time.

09. **THAT** the Net Profit & Loss of the said business of the firm shall be shared and apportioned amongst the parties as per their Ratio.

10. **THAT** proper book of accounts to record all transaction 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 they think fit.

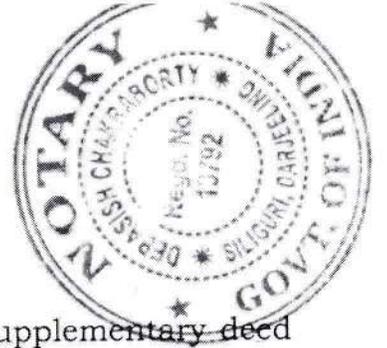
11. **THAT Sri Ajit kumar Agarwal & Sri Bhagwan Thakur** shall have control over the management and affairs of the said partnership business and shall jointly enter into any agreement , Contract , Sale Deed etc.

12. **THAT** the net profit or loss as the case may be, of the partnership business after deducting interest and remuneration payable to partners

[Handwritten signature] .18 FEB 2024

Handwritten signatures and names: Smt. Sabitri Pathak, Bhagwan Thakur.

Handwritten signature: Sri Ajit Kumar Agarwal.



in accordance with this deed of partnership or any supplementary deed as may be executed by the partners, shall be divided and distributed amongst the partners in the following proportion.

- | | |
|---------------------------|------|
| a. SRI AJIT KUMAR AGARWAL | -15% |
| b. SRI AJAY KUMAR YADAV | -15% |
| c. SRI BINOD JAISWAL | -14% |
| d. SMT SABITRI PATHAK | -14% |
| e. SRI BHAGWAN THAKUR | -14% |
| f. MD JAHUR | -14% |
| g. SRI BHOLA MAJUMDAR | -14% |

13. **THAT** the accounting year of the firm shall commence each year on the 1st day of April and expire on 31st day of March. The accounting year may be changed from time to time as may be mutually decided by the partners subject to the provision of the Income Tax Act, 1961.

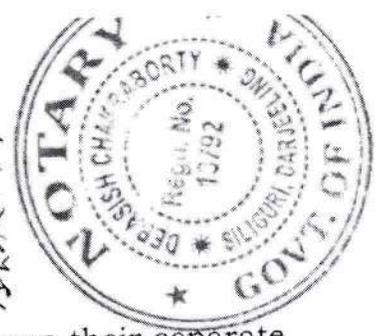
14. **THAT** the bank account in the name of the firm shall be opened with such bank or bank as may be mutually settled by the partners and such **bank account/s shall operated under the signature of Sri Ajit kumar Agarwal & Sri Bhagwan Thakur jointly .**

15. **THAT** the parties hereto may by mutual consent, raise loans from any banks Persons or any other sources including from Central or state Governments or any other financial institutions or any private enterprise for the purpose of partnership with or without any securities.

Handwritten signature: Debasish Chakraborty
Notary Govt. of India
17 FEB 2020

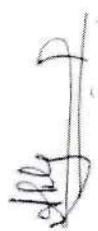
Atty
A. P. Das
Sabitri Pethak
Bhagwan Thon

Bhola Majumdar



16. **THAT** the partners shall punctually pay off and discharge their separate personal debts and liabilities and shall keep the firm and the other partners effectually indemnified against the same.
17. **THAT** the partner shall without the consent of the another partner release or compound any debt owing to the firm or demolish security to the firm without receiving the full amount thereof or lend any money or goods or otherwise then in the usual course of business.
18. **THAT** the parties here to collect any dues from any customers or purchasers and /or parties but much collection shall immediately be deposited to the firm's account. The partners shall act deligently, faithfully and sincerely for the welfare of the firm.
19. **THAT** all legal proceedings/ suits may be instituted or defended by any one partner for and on behalf of the firm on written consent of the another partners.
20. **THAT** the parties hereto submit tender or Quotation for and on behalf of the partnership firm.
21. **THAT** the partners may appoint any person as a constituted Attorney under duly executed power of Attorney to act and deal in such matters on behalf of the firm as may be authorized under the said power of attorney.

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


 P. Prasad Das
 10/11/2018/10/18
 Subin Pal
 Bhogon Thar
 17.01.18
 Shela Majumdar

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 another 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.

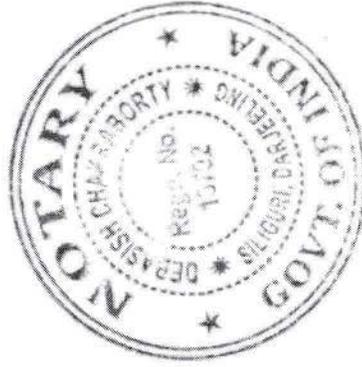
23. **THAT** in case of any disputes arising out of the partnership or with respect to the interpretation of any terms or conditions recorded herein or with respect to working of the agreement the matter shall be referred to the Arbitrator and or umpire as the case may be shall be final and binding on all the parties .



24. **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.

25. **THAT** any of the above terms may be varied altered or added to or deleted by mutual consent of the partners here of to be either in writing or implied from conduct.

Debanish Chakraborty
 Notary Govt. of India
 Siliguri, Darjeeling
 Regd No. 13792
 18 FEB 2018



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

WITNESSES:

1) Vinek Prasad
S/o Bijay Prasad
Naya Bazar, Siliguri

2) Dulal Bui
S/o Tipu Bui
Simulpa
Kundachin
Dist - Jalpaiguri

[Signature]
(FIRST PARTY)

[Signature]
(SECOND PARTY)

[Signature]
(THIRD PARTY)

Sabitia Pathak
(FOURTH PARTY)

[Signature]
(FIFTH PARTY)

[Signature]
(SIXTH PARTY)

[Signature]
(SEVENTH PARTY)

Drafted read over and explained by and typed in my office.

[Signature]

[Signature] 18 FEB 2020
Debasish Chakraborty
Notary Govt. of India
Siliguri, Darjeeling
Regd No. 13792