

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 4/4-08-2020

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 Khusbu Agarwal 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 :

" AMENDED PARTNERSHIP DEED "

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 21st Day of Aug in the year of Christ 2020.

SOLEMNLY AFFIRMED & DECLARED BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal
NOTARY
RAMESH KR. AGARWAL
NOTARY

Regd. No. 929 /1997

The executent/s is/are identified by me :



4 AUG 2020

KAg
Advocate



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

Regd. No.
925/1997

AD 402733

GOVT. OF INDIA

AMENDED PARTNERSHIP DEED

THIS PARTNERSHIP DEED MADE ON THIS THE 01th Day Of August, 2020.

BETWEEN

SHRI DEEPAK KUMAR AGARWALA, (PAN ACZPA4957D) Son of Late Shyam Sunder Agarwal, aged about 45 years, Hindu by Religion, Business by occupation, residing at Model Town, Paranami Mandir Road, Punjabipara, Siliguri 734001, P.S. Siliguri, Dist. Jalpaiguri, 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 his heirs, successors, representatives, administrators and assigns) of the "**FIRST PART**".

Harinal de
Naraj Kumar Agarwala
Manisha Agarwal
Sanjay Kumar Agarwal
Seema Agarwal
Aman Bhattacha
Rajesh Kumar Agarwal

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal
NOTARY
SILIGURI

- 4 AUG 2020

Deepak 10-4-20-20

Sl. No. 4511 Date 3-7-2020

PURCHASER Eastern Fishes

Full Address _____

Total Value 100/-

Stamp Purchased from JPG Treasury-1

JDs
STAMP VENDOR
JAYA RANI DAS
Licence No.1 of 99-2000
Addl. DSR Office, Rajganj, Jalpaiguri

भारतीय गैर न्यायिक

पचास
रुपये

रु.50

FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

पश्चिमबंग पश्चिम बंगाल WEST BENGAL

Z 903769



- :2:-

AND

SHRI MRINAL AGARWAL, (PAN AKSPA1033F) Son of Shri Naresh Kumar Agarwal, aged about 33 years, Hindu by Religion, Business by occupation, residing at Cigerete Company Compound, S. F. Road, Ward No. 26, Siliguri 734001 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 his heirs, successors, executors, legal representatives, administrators and assigns) of the **"SECOND PART"**.

Mrinal Agarwal
Naresh Kumar Agarwal
Naresh Kumar Agarwal
Saijog Kumar Agarwal
Seema Agarwal
Aman Banerjee
Rajesh Kumar Agarwal

SOLEMNLY AFFIRMED & DECLINED
BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal
NOTARY
SILIGURI

- 4 AUG 2020

Naresh Kumar Agarwal

SL NO. 4536 Date 3.7.2020

PURCHASER Eastern Heights

Full Address Sig

Total Value 50/-

Stamp Purchased from JPG Treasury-1

JRS
STAMP VENDOR
JAYA RANI DAS
Licence No. 1 of 99-2000
Add. DSA Office, Rajgani, Jabalpur

AND

SMT MANISHA AGARWAL,(PAN ACMPA4060G) Daughter of Shri Gouri Sankar Kithania, aged about 40 years, Hindu by Religion, Business by occupation, residing at Club Town Apartment, Sevoke Road Siliguri 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 his heirs, successors, executors, legal representatives, administrators and assigns) of the "**THIRD PART**".

AND

SHRI NARESH KUMAR AGARWAL,(ACGPA7787G) Son of late Keshoram Agarwal, aged about 63 years, Hindu by Religion, Business by occupation, residing at Station Feeder Road,Siliguri, P.S Siliguri,Dist : Darjeeling in the State of West Bengal, hereinafter called the "**FOURTH PARTY**" (Which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, successors, executors, legal representatives, administrators and assigns) of the "**FOURTH PART**".

AND

SHRI SANJAY KUMAR AGARWAL, (PAN ACRPA8372L) son of Shri Jagdish Prasad Agarwal, aged about 52 years, Hindu by Religion, Business by occupation, residing at Dhanothiwalla Bhawan,Nehru Road,Khalpara,Siliguri,P.S Siliguri 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 his heirs, successors, executors, legal representatives, administrators and assigns) of the "**FIFTH PART**".

AND

SMT. SEEMA AGARWAL (PAN ACCPA3236L) Wife of Shri Sanjay Kumar Agarwal aged about 48 Years by faith Hindu, House Wife by occupation business, residing Dhanothiwalla Bhawan,Nehru Road,Khalpara,Siliguri, P.S Siliguri, 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 his heirs, successors, executors, legal representatives, administrators and assigns) of the "**SIXTH PART**".

Manisha
Manish Kumar Agarwal
Manisha Agarwal
Sanjay Kumar Agarwal
Seema Agarwal
Anur Dhanothi
Rajesh Kumar Agarwal

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal
Ramesh Kr. Agarwal
NOTARY
SILIGURI

- 4 AUG 2020

Manisha
15 Aug 20

AND

SHRI. AMAN DHANOTI (PAN ACRPA8372L) Son of Shri Sanjay Kumar Agarwal aged about 24 Years by faith Hindu, Business by occupation business, residing Dhanothiwala Bhawan, Nehru Road, Khalpara, Siliguri, P.S Siliguri, Dist. Darjeeling in the State of West Bengal, hereinafter called the "**SEVENTH PARTY**" (Which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, successors, executors, legal representatives, administrators and assigns) of the "**SEVENTH PART**".

AND

SHRI. RAJESH KUMAR AGARWAL (PAN ACPMA4055B) Son of Shri Srinivas Agarwal aged about 53 Years by faith Hindu, Business by occupation business, residing Sevoke Road, Siliguri P.S Siliguri, Dist. Darjeeling in the State of West Bengal, hereinafter called the "**EIGHT PARTY**" (Which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, successors, executors, legal representatives, administrators and assigns) of the "**EIGHT PART**".

AND WHEREAS the parties hereto of the **FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, SEVENTH AND EIGHT PART** have agreed to carry on business in partnership under the name & style of "**M/S. EASTERN HEIGHTS**" as from the day of 01/08/2018 under any by virtue of the deed of partnership dated the 01th Day of August 2018

AND WHEREAS the existing partners now desire to change the address of Principal place of Business from the new date of Partnership deed

AND WHEREAS THE PARTIES HERETO of the **FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, SEVENTH AND EIGHT** for diverse good reasons have deem it expedient to reduce the terms and conditions of this partnership in writing.

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

1. **NAME OF THE FIRM :**

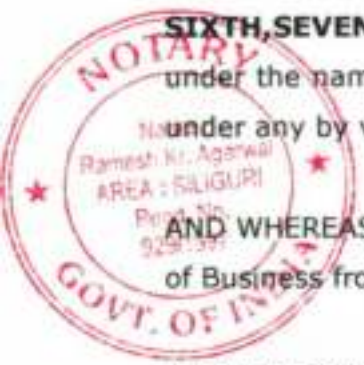
THAT the name and style of Partnership shall be "**M/S. EASTERN HEIGHTS**".

Manish Agarwal
Sanjay Kumar Agarwal
Seema Agarwal
Aman Dhanoti
Rajesh Kumar Agarwal

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION
Ramesh Kr. Agarwal
Ramesh Kr. Agarwal
NOTARY
SILIGURI

- 4 AUG 2020

Deepa Agarwal



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

- i) THAT the partnership business shall be deemed to be commenced with the Original Deed of Partnership i.e., from 1ST Day of August, 2018.
- ii) THAT the partnership shall be one "AT WILL."
- iii) THAT the principal place of partnership business shall be C/O Eastern Heights, Holding No 100/A/83, Amtala Road, East Sevoke Road, Ward No 42, Siliguri-734001, Dist-Jalpaiguri, West Bengal

The partners mutually agreeing may open / close branch (es) and /or other office(s) and may mutually agree to shift the principal place of business from time to time.

3. **BUSINESS:**

THAT the NATURE OF BUSINESS shall be that of dealing in any line of business/profession/vocation as Builders, Constructors and Developers of Commercial Complex, Flats, Shops, Factories, Land and its developer, Colonies, Market, and/or in such other commodity (ies) and also the partners shall always be at liberty to embark upon any other line of trade, industry, adventure or undertakings by their mutual consent. The partners hereto may by mutual decision discontinue one line of business of the firm or adopt new line or lines of business.



4. **CAPITAL & FUND:**

- i) THAT the capital of the partnership business shall be contributed by the partners as and when necessary and shall consist of the sum standing to the credit of partners in their respective ledger accounts.
- ii) 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 with or without any security/ies.

Himalaya
Naraj Kumar Agarwal
Manisha Agarwal
Sanjay Kumar Agarwal
Seema Agrawal
Anan Chandra
Rajesh Kumar Agarwal

SOLEMNLY AFFIRMED & DECLARED
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Ramesh Kr. Agarwal
NOTARY
SILIGURI

- 4 AUG 2020

Dhanpale 100 Agarwal

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 the books of account, if any , together with all other partners and documents shall be kept at the place or places of business of the firm and all the partners shall at reasonable time be entitled to inspect or take copies or extracts thereof.

6. **BANK ACCOUNTS:**

THAT Currents Account/s in the name of the firm may be opened with any Nationalized Bank/s or Private Bank/s and shall be operated under the signature of ANY of the partners.

7. **PROFIT /LOSS OF THE FIRM:**

THAT the Profit or Loss determined at the end of every year, shall belong to and be borne by the partners in following proportion:-

First Part	20 %
Second Part	10 %
Third Part	30 %
Fourth Part	10 %
Fifth Part	06.67 %
Sixth Part	06.67 %
Seventh Part	06.66%
Eighth Part	10 %

8. **DRAWINGS OF PARTNERS:**

THAT each partners may draw out money for personal expenses, which shall be debited to their account and duly accounted for.

Himal ch
Ramesh Kumar Agarwal
Manisha Agarwal
Sanjay Kumar Agarwal
Seema Agarwal
Aman Chandra
Rajesh Kumar Agarwal

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal
NOTARY
SILIGURI

- 4 AUG 2020

Deepak Kumar Agarwal

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

i) **INTEREST TO PARTNERS:**

That the partners of the firm shall be entitled to receive interest on their Capital invested in the partnership firm as per the mutual consent between them subject to the maximum of 12% p.a. and they will also be liable to pay interest on the debit balances of their Capital account, if any, at the rates to be decided mutually between themselves.

ii) **REMUNERATION /SALARY TO PARTNERS:**

THAT the parties hereto of the FIRST, SECOND,THIRD, FOURTH AND FIFTH PARTS shall be Working Partners of the firm also have agreed to keep themselves actively engaged in conducting the affairs of the business of the firm and manage the working of the firm.

The aforesaid working partners shall be entitled to get remuneration in the following manner:

- i> On the first 3, 00,000/- of the book profit : @ 90%
- ii> On the balance of the book profit. : @ 60%

(It has been agreed and between the partners that the terms "Book Profit" shall have the same meaning as it has been defined in explanation 3 to Section 40(b) of the Income Tax Act, 1961.)

The remuneration so derived shall be given/credited equally to all the working partners.

10. **RIGHT CLAUSE/FORBIDDEN CLAUSE:**

a) THAT each partner shall be entitled:

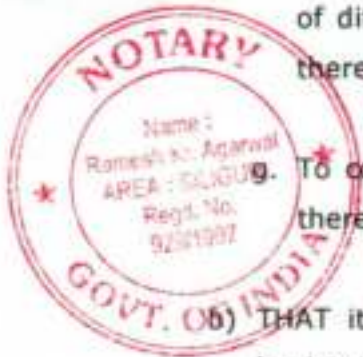
- a. To carry on the partnership business and to do and execute all acts and deeds on behalf of the partnership.
- b. To employ, dismiss, degrade or promote any employee or the agent of the firm.

Mahanta
Nand Kumar Agarwal
Manisha Agarwal
Sanjay Kumar Agarwal
Saam Agarwal
Anam Anandhi
Rajesh Kumar Agarwal

SOLEMNLY APPROVED & DECLARED
BEFORE ME ON IDENTIFICATION
Ramesh Kr. Agarwal
Ramesh Kr. Agarwal
NOTARY
SILIGURI
- 4 AUG 2020

Ramesh Kr. Agarwal

- c. To submit any dispute relating to the business of the firm to arbitration.
- d. To represent the firm before the Export and Import Authorities, Licensing Authorities, Sales Tax, Income Tax 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. or other department and /or private party and to give valid receipt thereof.
- e. To apply for tender papers/documents, to sign and submit them, to negotiate/settle rates, to execute work, to receive payments in any form and to do all incidental matters in connection with above with any Central Govt., State Govt./s, Semi-Govt./s or any other authority and /or private party on firm's behalf.
- f. To apply for the dealership/distributorship/clearing and forwarding agencies of different companies, and to negotiate/finalize the terms and conditions thereof.



- g. To compromise or settle any debt to the partnership and grant discharge thereof.
- b) THAT it is hereby agreed upon that the partners will be free to carry on business of similar nature either as proprietary concern or in partnership with other or in such other manner as they deem fit without any objection from each other.
- 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/her separate debts and liabilities and shall keep the firm and its properties effectually indemnified against the same.

Navin Chandra
Naval Kumar Agarwal
Navin Agarwal
Sanjay Kumar Agarwal
Seema Agarwal
Amer Banerjee
Rajesh Kumar Agarwal

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal
Ramesh Kr. Agarwal
NOTARY
SILIGURI

- 4 AUG 2020

Dimple

- e) 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.
- f) THAT no partner without the consent of the other partners shall:
- a. Employ any of the money, goods or effect or the partnership or pledge the credit thereof except in the ordinary course or business and upon the account or for the benefit of the partnership.
 - b. Enter into any bond or become bail or surety or security with or for any person or do or knowingly cause or suffer to be done anything whereby the partnership property of any part thereof may be seized, attached or entered or taken into execution.

11. **RETIREMENT/DISSOLUTION:**

- i) THAT none of the partners shall be entitled to dissolve the partnership but if he so chooses, he may retire from the partnership by giving one month's notice in writing to the other partners of his intention to do so. In that event the other partners 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(s) shall execute all such deeds and assurances as may be Necessary to clothe the continuing partner(s) to carry out the engagements of the firm.
- ii) THAT on retirement, no partner shall be entitled to claim anything towards goodwill, credential etc. of the firm.
- iii) 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/her place and stead. In case the legal heir/s is not so willing to join the firm, the surviving partners shall be entitled to carry on the business of the partnership by reconstituting the firm in any manner they like.



Harish Chandra
Nand Kumar Agarwal
Manisha Agarwal
Srijay Kumar Agarwal
Sachin Agarwal
Aman Chandra
Rajesh Kumar Agarwal

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal

Ramesh Kr. Agarwal
NOTARY
SILIGURI

- 4 AUG 2020

Dimple Agarwal

12. **OTHER GENERAL CLAUSES:**

- i) THAT any of the clauses as referred to hereinabove may be altered and/or amended with the mutual consent of the partners.
- ii) 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, THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES:

Deepale Agarwal

1.

FIRST PARTY

Narish Kumar Agarwala

SECOND PARTY

Manish Agarwal

2.

THIRD PARTY

Harish Agarwal

FOURTH PARTY

Sanjay Kumar Agarwal

FIFTH PARTY

Seema Agarwal

SIXTH PARTY

Aman Oberoi

SEVENTH PARTY

Rajesh Kumar Agarwal

EIGHT PARTY



SOLEMNLY AFFIRMED & DECLARED BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal

Ramesh Kr. Agarwal
NOTARY
SILIGURI

- 4 AUG 2020