

**Kaushik Goswami**

NOTARY  
GOVT. OF WEST BENGAL

Chamber :  
Old Bus Stand,  
Court More, Siliguri - 1  
Cell : 98320-63887 / 94762-93677  
E-mail : kaushikgoswami9@gmail.com

Serial No. \_\_\_\_\_ Date: 12/09/17

## Notarial Certificate

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

TO ALL TO WHOM THESE PRESENTS shall come I Sri. KAUSHIK GOSWAMI duly authorised by the West Bengal Government to practice as a NOTARY do hereby verify, authenticate, certify attest us under the execution of the instrument annexed here to collectively signatories and as also by Sri Tapash Nandi Advocate as to the matters contained there in presented before me.

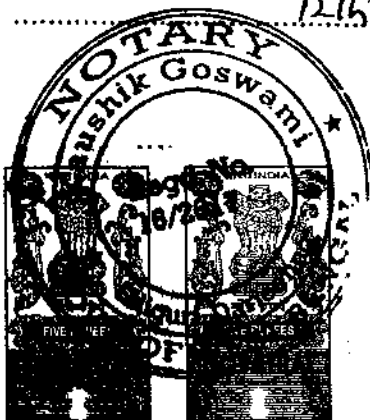
Accordingly to that this is to certify, authenticate and attest that the annexed instrument 'A' is the:



*An original deed of Partnership is enclosed herewith.*

PRIMA FACIE the annexed instrument 'A' appears to be the usual procedure to serve and avail as needs occasions shall or may require for the same.

In faith and testimony where of being required of a Notary, I said notary do hereby subscribe my hand and affix my seal of the office at Siliguri on this the 12<sup>th</sup> day of September The year of Christ 2017.....



NOTARIAL STAMP

The executents is / are identified by me

Advocate

12/09/17  
**KAUSHIK GOSWAMI**  
Kaushik Goswami  
Notary  
Siliguri, Dist. Darjeeling  
Siliguri, Darjeeling



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

X 836340

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Rina Gupta



**DEED OF PARTNERSHIP**

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*[Handwritten signature]* 12/39/17  
Kaushik Goswami  
Notary Govt. of West Bengal  
Siliguri, Darjeeling

भारतीय गैर न्यायिक

पचास  
रुपये

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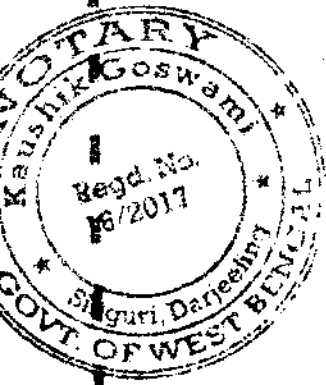
Rs.50

INDIA

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

V 406944



*[Handwritten Signature]*  
Rina Gupta

THIS DEED OF PARTNERSHIP IS MADE ON THIS  
THE 12<sup>th</sup> DAY OF September, 2017 AT SILIGURI.

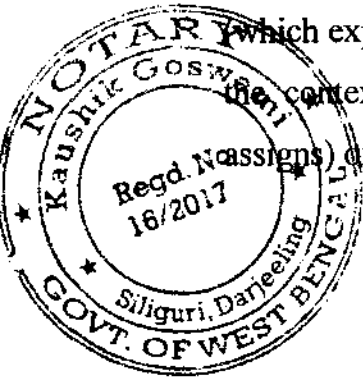
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Kaushik Goswami  
Notary Govt. of West Bengal  
Siliguri, Darjeeling

51  
Rima Gupta

“SWASTIK VILLAS PRIVATE LTD.”, a Private Limited Company under the Indian Companies Act, having its office at Demdema Road, P.O. Salugara, P.S. Bhaktinagar, Dist. Jalpaiguri, Pin 734008 represented by one of its Director SRI ALOKE PARIYAR, son of Late Ram Narayan Pariyar, residing at Block “E”, First Floor, Flat No. 8, Kalyani Apartment, Guru Nanak Sarani, Punjabi Para, P.O. & P.S. Siliguri, Dist. Darjeeling, Pin 734001 in the state of West Bengal – hereinafter called the “FIRST PARTY”

which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, legal representatives, administrators and assigns) of the FIRST PART.




A N D

SRI SANTOSH KUMAR GUPTA, son of Sri Bhrigu Prasad Gupta, Hindu by religion, Indian by national, Business by occupation, residing at Jyoti Nagar Colony, Siliguri, P.O. & P.S. Pradhan Nagar, Dist. Darjeeling – hereinafter called the “SECOND PARTY” (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, legal representatives, administrators and assigns) of the SECOND PART.

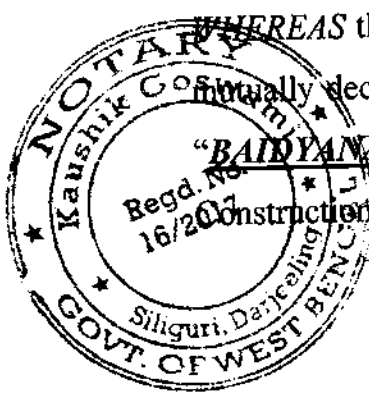
AND

12/09/17  
Kaushik Goswami  
Notary Govt. of West Bengal  
Siliguri, Darjeeling

  
Rina Gupta

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SMT. RINA GUPTA, wife of Sri Santosh Kumar Gupta, Hindu by religion, Indian by national, Business by occupation, residing at Jyoti Nagar Colony, Siliguri, P.O. & P.S. Pradhan Nagar, Dist. Darjeeling – hereinafter called the **“THIRD PARTY”** (which expression shall mean and include unless excluded by or repugnant to the context her heirs, executors, legal representatives, administrators and assigns) of the **“THIRD PART”**.





**WHEREAS** the above named First Party, Second Party and Third Party have mutually decided to constitute a partnership firm under the name & style of **“BAIDYANATH CONSTRUCTIONS”** for carrying on business as Construction and Developing of land and also other allied business.

A N D

**WHEREAS** the said parties, in order to above future differences disputes and misunderstanding, feel necessary and advisable for their mutual benefits and interest to have a proper and duly executed deed of partnership containing all terms and conditions & stipulations actually agreed upon between themselves in relations actually agreed upon between themselves in relation to the said partnership business.

**NOW THEREFORE, THIS DEED OF PARTNERSHIP WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES.**

  
Kaushik Goswami  
Notary Govt. of West Bengal  
Siliguri, Darjeeling  
12/09/17

Signed:   
Santosh Kumar Gupta  
Rina Gupta

THAT the parties hereto mutually with each other agreed to become partners in the said business and have become partners and shall continue to be partners upon and subject to the terms and conditions and stipulation expressed hereunder: -

1. FIRM NAME :

THAT the name and style of partnership business is "BAIDYANATH CONSTRUCTIONS".

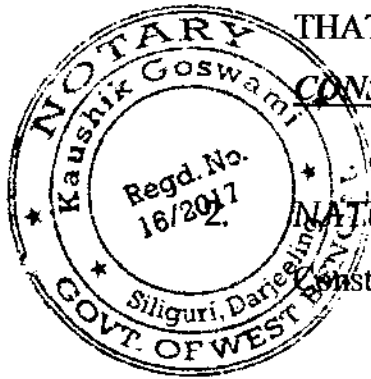
NATURE OF DUTIES:


Construction and Developing of land and like other similar activities.

3. COMMENCEMENT, DURATION AND OFFICE :

THAT the partnership under this Deed shall commence on and from 1<sup>st</sup> day of August, 2017.

- i) THAT the partnership shall be one at will.
- ii) THAT the principal place of business of partnership shall be at "BAIDYANATH CONSTRUCTIONS", a partnership firm, having its office at Demdema Road, P.O. Salugara, P.S.



  
Kaushik Goswami  
Notary Govt. of West Bengal  
Siliguri, Darjeeling  
12/09/17

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*Rina Gupta*

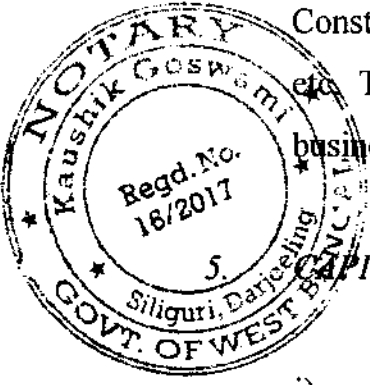
Bhaktinagar, Dist. Jalpaiguri, Pin 734008 in the state of West Bengal. The partners mutually agreeing may open/close branch office/es and mutually agreeing may shift the principal place of business from time to time.

4. **BUSINESS :**

THAT the business of the partnership shall be to work as all kinds of Construction and Developing of land and like other similar business etc. The Partners mutually agreeing may embark upon new line of business/es as they from time to time decide.

5. **CAPITAL AND FUNDS :**

- i) **THAT** the capital of the partnership shall be contributed by the partners mutually as and when required for the business and shall consist of the sum standing to the credit of the partners in their respective ledger accounts and other books of accounts of the firm.
- ii) **THAT** the firm shall be entitled to raise loan for the purpose of partnership business from any Bank, Financial Institution of Private Party on interest with mutual consent of partners with or without security.



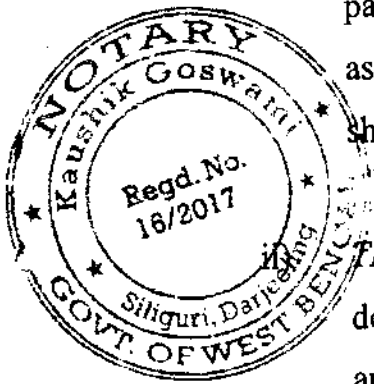
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Kaushik Goswami  
Notary Govt. of West Bengal  
Siliguri, Darjeeling

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Rina Banerjee

6. ACCOUNTS :

i) THAT the firm shall follow the financial year (that is from 1<sup>st</sup> April to 31<sup>st</sup> March) as it's accounting year and the accounts of the firm shall be, made on the last day of each such year or at the interval of any other period as may be agreed mutually by the partners and the profit or loss, as the case may be, shall be ascertained and divided among the partners according to their shares mentioned else where in this deed.



THAT the books of account together with all other papers and documents shall be kept at the place/s of the business of the firm and each of the partner's at all reasonable time shall be entitled to inspect or take copies or extract thereof.

7. BANK ACCOUNTS :

THAT the Bank Account or accounts of the partnership shall be opened with any bank or banks and such account or accounts shall be operated by both the partners or in such manner as may be decided by them from time to time.

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Kaushik Goswami  
Notary Govt. of West Bengal  
Siliguri, Darjeeling



*Santosh Kumar Gupta*  
*Rina Gupta*

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

THAT the partners shall share the profit after deducting all the expenses of the firm or bear the loss of the firm in the following proportions:

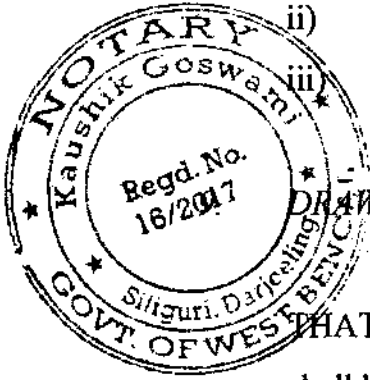
- i) SWASTIK VILLAS PRIVATE LTD First Party 50%
- ii) Sri Santosh Kumar Gupta Second Party 25%
- iii) Smt. Rina Gupta Third Party 25%

**DRAWINGS OF PARTNERS :**

THAT each partner may draw out money for personal expenses, which shall be debited to his accounts or shall be duly accounted for.

10. **REMUNERATION & INTEREST TO PARTNERS :**

- i) THAT all the partners will be the working partner and shall remain actively engaged in conducting the affairs of the partnership business to the best of their knowledge and ability and they shall perform such duty from time of time as they mutually agree.



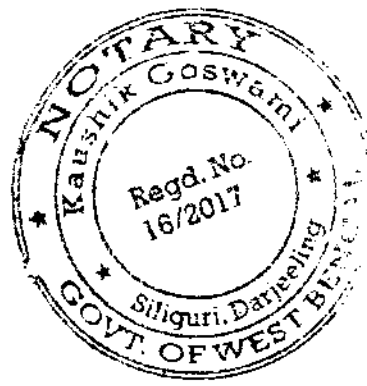
*Kaushik Goswami*  
Notary Govt. of West Bengal  
Siliguri, Darjeeling  
12/09/17

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Rina Gupta

ii) THAT the aforesaid working partners shall devote their time and energy to the business affairs of the firm shall continue to be working partners and shall be eligible to a remuneration /commission from the firm for rendering services to the firm.

It is provided that the aggregate amount of such commission /remuneration of all the working partners will be determined at the following rates:



- i) On the first 3,00,000/- of book profit or incase of loss Rs. 1,50,000/- @ 90% whichever is more
- ii) On balance of book profit @ 60%

The total amount of commission/remuneration so arrived at in accordance with above rates shall be paid to the all-working partners in their respective profit sharing ratio mentioned elsewhere of this Deed.

It is mentioned that in case of loss the working partners shall not be entitled to have any remuneration/commission from the firm.

It is also mentioned that the term 'Book Profit' shall mean the same as described in the I.T. Act / Rules.

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Kaushik Goswami  
Notary Govt. of West Bengal  
Siliguri, Darjeeling

Swastik  
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[Signature]  
Rina Gupta

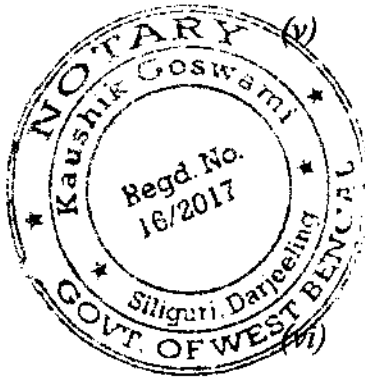
(iv) *THAT* all the partners will be entitled to have interest on their capital to the firm at such rates as may be mutually decided by the partners from time to time not exceeding such amounts/or rates as may be fixed maximum for the said purpose under the Income Tax Act/Rules enforce from time to time.

*THAT* the capital of the partners shall be reflected in the capital account of the partners. The partner's capital will carry interest maximum @12% p.a. to be calculated on the capital standing on the 1<sup>st</sup> day of the accounting year in their respective accounts.

*THAT* the commission/interest as mentioned above paid in excess would be deemed to be the personal drawings of the respective partners.

11. *RIGHT CLAUSE/FORBIDDEN CLAUSE:*

- i) *THAT* each partner shall be entitled:
- To carry on the partnership business and to do and execute all acts and deeds on behalf of the partnership.
  - To employ, dismiss, promote or degrade any servant or agent of the firm.

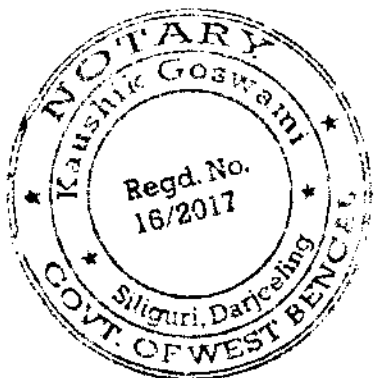


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Kaushik Goswami  
Notary Govt. of West Bengal  
Siliguri, Darjeeling  
12/09/17

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Rina Gupta

- 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, Income Tax and Sales Tax authorities, any other Central State Government Authorities, to appoint agents and attorneys and to fix their remuneration, 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. of their department and to give receipt thereof.



- ii) *THAT* the partners shall be just and faithful to each other and shall work for the best interest of the partnership business.
- iii) *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.
- iv) *THAT* each partner shall at all time give to the other the true information and faithful explanation of all matter relating to the partnership business.

*[Handwritten signature]* 12/09/17  
Kaushik Goswami  
Notary Govt. of West Bengal  
Siliguri, Darjeeling

Swastik

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Rina Gupta

- v) THAT no partner shall without the consent of the other partners.
  - a) Employ any of the 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) Enter into any bond or become bail or surety or security with or for any person or do or knowingly clause or suffer anything whereby the partnership property or any part there of may be seized, attached or entered or taken into execution.



12. RETIREMENT / DISSOLUTION:

- (i) THAT if any partner is willing to retire from the firm, he may do so by giving one calendar month's previous notice in writing to other partners and in such event the remaining partner may either carry on the business as proprietorship or reconstitute the firm in any manner they like.
- (ii) THAT in the event of death of any of the partners (Which may god forbids the firm shall not be dissolved the business shall be carried on by the surviving partners by reconstituting the firm by admitting the legal representative of the deceased partner. In the

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 Kaushik Goswami  
 Notary Govt. of West Bengal  
 Siliguri, Darjeeling

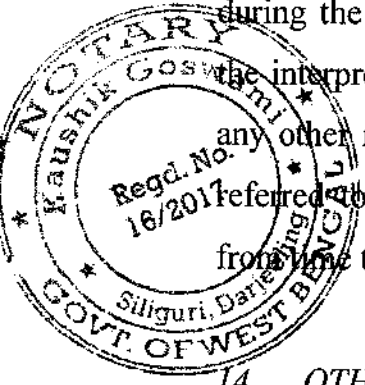
Signature  
Rina Gupta

Signature  
Rina Gupta

event, the legal representative of the deceased partner is not so willing, the surviving partners may continue to carry on the business either amongst themselves or reconstitute it in such manner, at they deem fit.

13. *ARBITRATION:*

THAT all disputes doubts or differences arising between the partners during the continuance of this partnership business or afterwards regarding the interpretation of the contents of this instrument of partnership regarding any other matter or transaction relating to the partnership business shall be referred to arbitration under the provision of the Arbitration Act, enforce from time to time.



14. *OTHER GENERAL CLAUSE :*

- (i) THAT any of the above terms and conditions may be varied by mutual consent of the parties hereto to be either expressed in writing or implied from conduct.
- (ii) THAT save as aforesaid, the provisions of the Indian Partnership, Act, 1932 as it stands amended, revised, modified from time to time shall govern this partnership.

Signature  
Kaushik Goswami  
Notary Govt. of West Bengal  
Siliguri, Darjeeling  
12/09/17

**IN WITNESSETH WHEREOF, THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.**

**WITNESSES:**

- 1) Indrajit Ghosh  
90 Bimal Ghosh  
128/1 Bhalehingan

Sw. ...  
*[Signature]*  
... for

\_\_\_\_\_  
(Signature of the 1<sup>st</sup> Party)

*[Signature]*  
\_\_\_\_\_  
(Signature of the 2<sup>nd</sup> Party)

- 2) Sanjoy Ghosh  
c/o. Dilip Ghosh  
Balurghat.

*[Signature]*  
\_\_\_\_\_  
(Signature of the 3<sup>rd</sup> Party)

Drafted and read over by me and computerized in my chamber

(Tapash Nandi)  
Advocate / Siliguri  
Enrolment No. WB-1030/2002

*[Signature]* 12/09/17  
Kaushtik Goswami  
Notary Govt. of West Bengal  
Siliguri, Darjeeling

