

West Bengal Form No. 222.

75005

Book No.of 20

Page

DUPLICATE CARBON RECEIPT BOOK

[See Rule 277 (ii), (vi) and (xi) of the Bengal
Practice and Procedure Manual]

Cheque Receipt No.1204.....

Date —

(তারিখ) —

From whom received —

(কাহার নিকট প্রাপ্ত) —

On whose account —

(কাহার বাবৎ)

On what account —

(কি জমা)

Total :

(To be entered in words)

Signature of Receiving Officer

N.B.— The public are warned that only printed and numbered receipts from the Official Receipt Book will be valid.

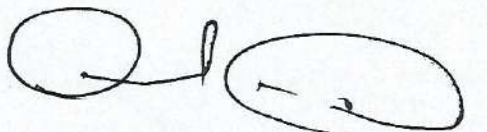
বিশেষ দ্রষ্টব্য — জনসাধারণকে সতর্ক করিয়া দেওয়া যাইতেছে যে কেবলমাত্র সরকারী মুদ্রিত রসিদ বহি হইতে ক্রমিক নম্বরযুক্ত প্রদত্ত রসিদই গ্রাহ্য হইবে।

W.B.G.P.-Alipore-11/12-44X-4 Laes.

IMPORTANT RESERVE
subject to the documents
being in order. Please
acquire after 48 days,
Office, Alipore, A.P.

Registrar of Firms, Societies &
Co-operating Corps West Bengal
P.O., India Exchange Place Calcutta
'The Exchange', 10th Floor, Calcutta

14


07/12/15


7/12/15

07/12/15

07/12/15

07/12/15

9031

No.

কলিকাতা ফার্মস রেজিস্ট্রার
নিম্ন উল্লিখিত নথি প্রাপ্ত হইয়াছে
নিম্ন উল্লিখিত নথি প্রাপ্ত হইয়াছে
(নগর)

Memorandum.

The Registrar of Firms, West Bengal, hereby acknowledges receipt of the undermentioned document and intimates that it has been filed / recorded / registered pursuant to the Indian Partnership Act, 1932 (Act IX of 1932).

Statement required for Registration
(Form-I) Filed on 28/7/15



Regn. No - L81207
Unity Builders

KOLKATA,

Dated 15/12/15 20 . Adh. Registrar of Firms, West Bengal.

To Unity Builders
Rabindra Sarani, Shivmandir Area,
P.O - Kadamtala,
P.S - Matigara,
Pin - 734011.

Nabendu Narayan Dutta

NOTARY
GOVT. OF INDIA



Professional Address :

Nivedita Road,
P.O. Pradhan Nagar,
Siliguri-734003
Dist.-Darjeeling (W.B.)
9434049465

Serial No. 524/15

Date: 4/3/15

Notarial Certificate

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

TO ALL TO WHOM THESE PRESENTS shall come I Sri N. N. DUTTA duly authorised by the Central Government to practice as a NOTARY do hereby verify, authenticate, certify attest as under the execution of the instrument annexed here to collectively signatories and as also by Sri O. P. Gupta 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"

PRIME 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 4th day of March the year of Christ 2015.

The executents is / are identified by me.

[Signature]
Advocate

[Signature]
NABENDU NARAYAN DUTTA
Notary
Siliguri, Darjeeling





পশ্চিমবঙ্গের পশ্চিম বঙ্গাল WEST BENGAL

T 623419

[Handwritten Signature]
(SANDERA ROYAL)

Suman Agarwal

[Handwritten Signature]
Agarwal

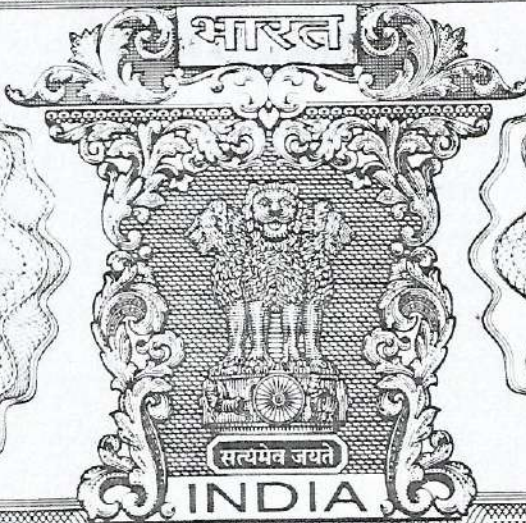
DEED OF PARTNERSHIP

Contd. toP/2.

[Handwritten Signature]
Nabendu Narayan Dutta

भारतीय गैर न्यायिक

पचास
रुपये
रु. 50



FIFTY
RUPEES
Rs. 50

INDIA NON JUDICIAL



पश्चिम बंगाल WEST BENGAL

N 481569

(Sandeep Roy) ✓

Suman Agarwal

Rinky Agarwal

Agarwal

-: 2 :-

THIS DEED OF PARTNERSHIP IS MADE ON THIS THE 1ST DAY OF OCTOBER, 2014

AMONG AND BETWEEN

Contd. toP/3.

NON JUDICIAL STAMP

SL NO. 16221 Date 24.9.14
SOLD TO Unity Builders
OF Slg
Value Rs. 50/- (Rupees) Fifty only

(Sujit K. Sinha)
Govt. Stamp Vendor
Siliguri Court
L/No. - 196




(SANDEEP GOYAL)


Suman Agarwal


Binod Kumar Agarwal


Nabendu Narayan Dutta

-: 3 :-

SANDEEP GOYAL son of Sri Shri Bhagwan Goyal Hindu by caste, business by profession and resident of Mayfair Gardens, Maple View, Flat No- 4/E, Punjabipara, P.O. & P.S.- Bhaktinagar in the District of Jalpaiguri (W.Bengal) hereinafter called the FIRST PARTY (Which expression shall mean & include unless otherwise excluded by or repugnant to the context of his heirs, executors, administrators, representatives and assigns.)

AND

SMT. SUMAN AGARWAL wife of Sri Suresh Kumar Agarwal Hindu by caste, business by profession and resident of Sevoke Road, P.O.& P.S.- Siliguri in the District of Darjeeling (W.Bengal) hereinafter called the SECOND PARTY (Which expression shall mean & include unless otherwise excluded by or repugnant to the context of his heirs, executors, administrators, representatives and assigns.)

AND

UNITY COMMOALES PRIVATE LIMITED, a company registered on 12.02.2009 vide registration number U51101WB2009PTC132669 in accordance with the provisions of the Companies Act, 1956 having its registered office at Naya Bazar, P.O. & P.S. - Siliguri (West Bengal) hereinafter called the THIRD PARTY (Which expression shall mean & include unless otherwise excluded by or repugnant to the context of his heirs, executors, administrators, representatives and assigns.)


AND

HEMANT KUMAR AGARWAL son of Sri Binod Kumar Agarwal Hindu by caste, business by profession and resident of Naya Bazar, P.O. & P.S.- Siliguri in the District of Darjeeling (W.Bengal) hereinafter called the FOURTH PARTY (Which expression shall mean & include unless otherwise excluded by or repugnant to the context of his heirs, executors, administrators, representatives and assigns.)

WHEREAS the above named first, second, third and fourth party have agreed to carry on a business in partnership in the name & style of UNITY BUILDERS

AND WHEREAS in order to avoid future disputes , the parties have agreed to incorporate the terms & conditions of the said partnership into a formal deed of partnership.

Contd. to P/4


Nabendu Narayan Dutta
Notary Govt. of India
Siliguri, Darjeeling



(SIGNED COPY)

Suman Agarwal
Biny Agarwal
Ajay Agarwal

- : 4 : -

NOW THIS DEED OF PARTNERSHIP WITNESSETH AS FOLLOWS :

1. The partnership business shall be carried under the trade name of "UNITY BUILDERS".
2. The principle place of business of the partnership shall be at Rabindra Sarani, Shivmandir Area, P.O:- Kadamtala – 734011 & P.S:- Matigara in the District of Darjeeling (W.Bengal) but the partners shall be at liberty to shift the business to any other place or places or to open branch or branches.
3. The nature of business of partnership shall be that of Real estate dealer & developer, contractor and Order Supplier and Commission Agents and such other business simultaneously or otherwise of any nature in any line of activity as may be decided by the partners from time to time and at all times.
4. The partnership business shall be deemed to have started from 1st October, 2014.
5. The capital of the partnership business shall be the amount contributed by the partners from time to time according to needs & necessity of the firm and the amount so contributed by them shall be credited in the respective capital accounts of the partners in the books of the firm. The third Party Unity Commosales (P) Ltd. has contributed seven plot of land measuring 1.795 acres (as described in schedule — I below) as their initial capital at a value of Rs. 332,94,303/- (Rs. Three crores thirtytwo lakhs nintyfour thousand three hundred and three only). The value of the land is mutually determined by the partners as fair market value. The land will be used for construction of the building to be rented/leased/sold or otherwise transferred in regular course of the business of the firm. The partners may charge interest on capital so contributed at such rate as may be decided by the partners mutually from time to time subject to maximum as per the provisions of the Income Tax Act, 1961.
6. The bank account of the firm shall be opened in the name of the firm or any other name on behalf of the firm in any bank and the existing bank accounts of the firm shall be operated by any two of the partners jointly.

Contd. to P/5

Nabendu Narayan Dutta
Notary Govt. of India
Siliguri, Darjeeling



(Sandeep Goyal)

Suman Agarwal

Brij Agarwal

-: 5 :-

7. The loans, deposits and/or advances for the purpose of the partnership business with or without security and bearing interest or not may be taken and received as and when considered necessary from any of the sources available including banks and or financial institutions and for that purpose any deed, document, agreement, acknowledgement and/or receipt may be executed and or granted to that effect by any of the parties hereto on behalf of the firm.

8. The profit or loss of the partnership business shall be shared by the partners as follows :

FIRST PARTY	:	40%
SECOND PARTY	:	20%
THIRD PARTY	:	20%
FOURTH PARTY	:	20%

9. The partners shall follow English financial year as the accounting year of the firm.

10. The first, second and fourth party namely Sandeep Goyal, Smt. Suman Agarwal and Sri Hemant Kumar Agarwal shall be working partners and they may take remuneration for their services from the firm such amount as may be decided by the partners mutually from time to time subject to maximum as per the provisions of the Income Tax Act, 1961.

11. The books of accounts, papers, documents shall be maintained and kept according to the mercantile system and manner as the partners will agree jointly and that shall be written in the language of Hindi/English as far as possible.

12. The duration of the partnership shall be at the will of the partners.

13. Any partner shall be entitled to apply for license or renewal of the same and/or to submit tender, permit and to take delivery of and receive the same on behalf of the firm and to do such other acts or things as may be necessary in the interest of the firm and also to execute and sign any document for and on behalf of the firm.

14. Subject to the terms & conditions herein recorded or hereinafter agreed mutually and amicably in between the partners hereto, the management & conduct of the partnership shall be carried on jointly and the partners may by mutual consent appoint a manager or any other employee/employees for the better conduct of the business and dismiss any of the staff with the mutual consent of the partners.

Contd. to P/6

(Signature)
Nabendu Narayan Dutt
Notary Govt. of India
Siliguri, Darjeeling



Handwritten initials and signature: *QY* (CRANDEE LOYAL)

Handwritten signature: *Suman Aggarwal*

Handwritten signature: *Binit Aggarwal*

Handwritten signature: *Aggarwal*

- : 6 : -

15. Each Partner shall :

a). be just and faithful to other partners in all matter and transactions relating to the partnership and at all times give to the other partners full information and all matters relating to the partnership and just and faithful account of the same and also on every reasonable request furnish a full and correct explanation thereof.

b). pay and discharge their separate liabilities and shall always keep the other partners and partnership effectually indemnified against all claims, demand and costs.

16. No Partner shall :

a). without the consent of the other partners assign , mortgage, sell or transfer in any way his share of the partnership to any person.

b). give credit to any party whom the other partners have forbidden him to trust.

17. Any of the partner may retire from the business by giving a notice in writing to other partners and on and from the day immediately on expiry of two months from the service of such notice retirement shall take effect.

18. On death or retirement of any of the partners, the firm shall not stand dissolved and the business of the firm shall be carried on by the remaining partners in the manner as the remaining partners shall think fit and proper.

19. The partners shall always be at liberty to take new partner or partners in the firm upon terms & conditions mutually agreed between themselves.

20. In case of dispute , the matter shall be referred to arbitration under the provisions of the Indian Arbitration Act.

Contd. to P/7

Nabendu Narayan Dutta
Nabendu Narayan Dutta 04/3
Notary Govt. of India
Siliguri, Darjeeling



- 7 :-

IN WITNESS WHEREOF the parties hereto do hereby set & subscribe their respective hands and seals on this DEED OF PARTNERSHIP on this day, month and year here above written.

WITNESS :

Mrs Susmita Saha (Sarkar)
1. w/o: Mr. Pralay Saha
Shivmandir, P.O:- Kadamtala
P.S:- Matigara Dist:- Darjeeling
2. Debasati Sen Gupta
c/o Debasish Sen Gupta
Nivedita Road, Panchank Nagar
Siliguri,
Dist:- Darjeeling.

EXECUTANTS :

CHANDAN CHOUHURY
FIRST PARTY

Sunam Agarwal
SECOND PARTY

Binay Agarwal
THIRD PARTY

Haricid
FOURTH PARTY

SCHEDULE—1

All that piece and parcel of land measuring 1.795 acres situated in the District of Darjeeling, P.S:- Matigara, P.O:- Kadamtala- 734011, J.L. No. — 71, Mouza: Baramohan Singh Jote, Pargana - Patharghata, within Gram Panchayat Athrakhai under R.S. khatian no. 35/3 and forming part of R. S. plot no. 679 purchased through seven Conveyance Deeds the details of which is as follows :

Deed No.	Date	Area
100403	07.12.2012	0.50 acre
100404	07.12.2012	0.51 acre
110855	07.12.2012	0.0825 acre
15226	31.05.2013	0.0825 acre
17702	14.08.2013	0.0825 acre
15947	21.07.2014	0.29 acre
15948	21.07.2014	0.28 acre

Anurag Singh

Nabendu Narayan Dutt
Notary Govt. of India
Siliguri, Darjeeling