

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 : 533490 (O), 431105 (R)



Serial No 06/26-7-2018

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 Chandan Maunglingko 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:

"Deed of Partnership"

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 26th Day of July in the year of Christ 2018.

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal
26 JUL 2018

Ramesh Kr. Agarwal
NOTARY

RAMESH KR. AGARWAL
NOTARY

Regd. No. 929 /1997

The executent/s is/are identified by me :

Chandan Maunglingko
Advocate





पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AA 093409



Ramesh Kr. Agarwal

[Signature]

Ching Agarwal

[Signature]

PARTNERSHIP DEED

SOLEMNLY AFFIRMED & DECLARED BEFORE ME ON IDENTIFICATION

Contd.....P/2

[Signature] 26 JUL 2010
Ramesh Kr. Agarwal
NOTARY
SILIGURI

NON JUDICIAL STAMP

1894 Date 25.7.18
Panchajani Nepal State

value No. 100/-
Tammoo No. 100/-

Govt Stamp Vendor
Bagnora
Lic. No. 548/RM
07 / Darjeeling



पञ्चाङ्ग नेपाल राज्य

100/-

पञ्चाङ्ग नेपाल राज्य

भारतीय गैर न्यायिक

पचास
रुपये
रु.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL



W 184392

Rishith Kumar Agarwal

[Signature]

Chirag Agarwal

[Signature]

THIS DEED OF PARTNERSHIP IS MADE AND EXECUTED

ON THE 25TH DAY OF JULY, 2018.

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION

Contd.....P/3

26 JUL 2018

[Signature]
Ramesh Kr. Agarwal
NOTARY
SILIGURI

JUDICIAL STAMP

No. 1895 Date 25.7.18
Panchanari Neelshankar

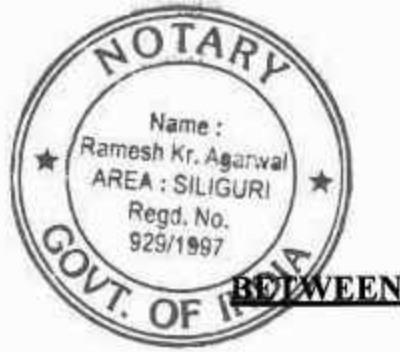
Subj. Stg
of Stg
Value Rs. ref. Tammooy Roy

Govt. Stamp Vendor
Bageogra
Lic. No- 546/RM
07 / Darjeeling



*00 11.85

GOVT. OF WEST BENGAL
DARJEELING



Nisith Kumar Agarwal

Chirag Agarwal

Chirag Agarwal

Aswani Kumar Agarwal

MR. NISITH KUMAR AGARWAL, S/o Late Bhim Raj Agarwal, aged about 46 years Hindu by religion, Indian by Nationality, Business by occupation, resident of Shyama Kunj ward no.40 , Pranami school road, Siliguri, Punjabi Para, Dist. Jalpaiguri, West Bengal - 734001, here-in-after referred to as the "**FIRST PARTY**" (which expression shall mean and include unless otherwise excluded by or repugnant to the context of his legal heirs, executors, administrators representing and assigns) of the First part.

AND

MR. SUNIL KUMAR AGARWAL, S/o Late Bhim Raj Agarwal, aged about 42 years Hindu by religion, Indian by Nationality, Business by occupation, resident of Shyama Kunj ward no. 40 , Pranami school road, Siliguri, Punjabi Para, Dist. Jalpaiguri, West Bengal - 734001, here-in-after referred to as the "**SECOND PARTY**" (which expression shall mean and include unless otherwise excluded by or repugnant to the context of his legal heirs, executors, administrators representing and assigns) of the Second part.

AND

MR. CHIRAG AGARWAL, S/o Mohan Kumar Agarwal, aged about 24 years Hindu by religion, Indian by Nationality, Business by occupation, resident of Narayani Bhawan, 27 Sevoke road , Near Nanak complex , Siliguri , Dist- Jalpaiguri , West Bengal – 734001 , here-in-after referred to as the "**THIRD PARTY**" (which expression shall mean and include unless otherwise excluded by or repugnant to the context of his legal heirs, executors, administrators representing and assigns) of the third part.

AND

MR. ASWANI KUMAR AGARWAL, S/o Chhagan Mal Agarwalla, aged about 48 years Hindu by religion, Indian by Nationality, Business by occupation, resident of Agarwal House Nivedita Complex , Nivedita Road , Pradhan Nagar , Siliguri , Dist – Darjeeling , West Bengal - 734003 , here-in-after referred to as the "**FOURTH PARTY**" (which expression shall mean and include unless otherwise excluded by or repugnant to the context of his legal heirs, executors, administrators representing and assigns) of the fourth part.

SOLEMNLY AFFIRMED & DECLARED BEFORE ME ON 26 JUL 2010

Ramesh Kr. Agarwal
NOTARY
SILIGURI

26 JUL 2010



Nishith Kumar Agarwal

[Signature]

Chirag Agarwal

[Signature]

WHEREAS the parties here to have agreed to enter into a partnership for the purpose of carrying on business of **REAL ESTATE DEVELOPMENTS AND CONSTRUCTIONS** along with other allied works.

AND WHEREAS the parties hereto on mutual consent among themselves intended to start the Partnership Business under the trade name & style as **“PANCHNAI REAL ESTATE”** with its Head Office at Ambadhura, Salbari, Opposite Panchnai Enclave, P.O – Salbari, P.S – Pradhan Nagar, Siliguri, Dist. Darjeeling, West Bengal – 734002.

AND WHEREAS the parties hereto are desirous of putting on record the terms and conditions of the partnership agreement to and between the parties relating to the partnership so formed on 25TH Day of July, 2018 and for this purpose there of it is considered expedient to provide for payment of interest, salary, commission, bonus etc. payable to partners as mutually agreed upon by and between them. And for this purpose it is also considered expedient that a formal Deed of Partnership should be drawn up according to the law between the parties incorporating therein the shares of the partners and the terms and conditions of the partnership stipulated between the parties hereto.

NOW THIS DEED WITNESSES AS FOLLOWS AND IT IS AGREED BY THE PARTIES HERE TO:

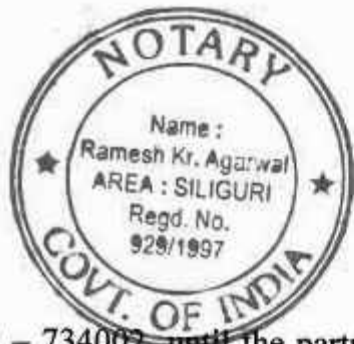
1. That the partnership constituted between the parties hereto as partners in the business here-in-after described shall be deemed to have commenced on the 25TH Day of July, 2018 and the parties hereto is and shall be partners in the said business from that day and in the shares and under the terms and conditions hereinafter contained and so continue until their shares are re-shuffled or the partnership re-constituted or determined.
2. That this is a **PARTNERSHIP-AT-WILL** and shall continue until determined under the provisions of the **“INDIAN PARTNERSHIP ACT 1932”** subject to the provision hereinafter expressed.
3. That the firm name shall be **“PANCHNAI REAL ESTATE”** and it shall so remain until a change is agreed upon between the partners.

SOLEMNLY AFFIRMED & DECLARED BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal
NOTARY
SILIGURI

4. That the Head Office of the partnership shall be at Ambadhura, Salbari, Opposite Panchnai Enclave, P.O – Salbari, P.S – Pradhan Nagar, Siliguri, Dist. Darjeeling,

26 JUL 2018



Nisith Kumar Agarwal

Sunil Kumar Agarwal

Chirag Agarwal

Aswani Kumar Agarwal

West Bengal – 734002, until the partners agreed to shift the same elsewhere and the partners mutually agreeing shall be competent to open more branch or branches at any place or places.

- 5. That the business of the partnership shall be to execute the business of **Real Estate Developments and Constructions** along with other allied works connected therewith.
- 6. That the capital of the partnership business shall be as mutually decided by the partners and can be in any proportions irrespective of profit sharing ratio.
- 7. That the net **PROFIT /LOSS** of the partnership after deduction of all expenses incidental and relating to or connected with the business of the firm including rent, salary and other establishment expenses as well as interest and remuneration payable to the parties hereto in accordance with the provisions of this deed of partnership shall be divided and distributed between them on the close of the accounting year in the following proportion-

FIRST PARTY	MR. NISITH KUMAR AGARWAL	-	25.00%
SECOND PARTY	MR. SUNIL KUMAR AGARWAL	-	25.00%
THIRD PARTY	MR. CHIRAG AGARWAL	-	25.00%
FOURTH PARTY	MR. ASWANI KUMAR AGARWAL	-	25.00%

The loss, if any, including loss of capital suffered in any year shall be apportioned in the above proportion.

- 8. That the interest 12% per annum or as may be prescribed U/S 40 (b) (V) of the Income Tax Act. 1961 or any other applicable provisions as may be in force in Income Tax Assessment of the partnership firm for the relevant accounting period shall be payable to the parties hereto on the amount standing to the credit of their respective accounts. Such interest shall be calculated and credited to the account of each party with effect from 25TH Day of July, 2018.
- 9. That all the parties hereto have agreed to keep themselves actively engaged in conducting the affairs of the business of the partnership firm as **working partners**. It is hereby further agreed that all the parties hereto above mentioned looking after the business of the partnership shall be entitled to a remuneration as per agreed between the partners hereto w .e. f. 25TH Day of July, 2018 from the partnership business.

SOLEMNLY AFFIRMED & DECLARED BEFORE ME ON

Ramesh Kr. Agarwal
NOTARY
SILIGURI

26 JUL 2018



Nisith Kumar Agarwal

Chirag Agarwal

Chirag Agarwal

Agarwal

Provided that if there is ~~any~~ amendment in the above given method of computation as laid down in section 40(b) (V) of the Income Tax Act, 1961, the same shall also stand substituted accordingly in the Deed of partnership with effect from the date of such amendment unless and until otherwise decided by the parties hereto.

10. That for the purpose of accounting, the accounting year ending on 31st day of March of every year shall be followed. On the last day of the year a General Accounts of the affairs of the firm shall be taken and the profit or loss as the case may be shall be divided among partners according to their profit/loss sharing ratio.
11. That all the parties or partners do hereby bind themselves and agreed to abide by all the terms and conditions with regard to the business in the name of the firm.
12. That for the facilities of the partnership business the partners may open any number of accounts with **BANK** or **BANKS** in the name of the firm. It is mutually agreed by all the partners that the bank account will be **jointly** operated by the **First Party – Mr. Nisith Kumar Agarwal & the Third Party – Mr. Chirag Agarwal**, and shall have full authority to draw upon the accounts or overdraw and sign cheques on behalf of the firm jointly.
13. That the partners shall actively engage in the business of the firm and shall not do anything to its detriment.
14. That each of the partners shall have full authority to carry on the partnership business and to do and execute all acts and deeds on behalf of the partnership and shall bind to other partners for all the bonafide acts or deeds done for the on behalf of the firm.
15. That the control and management of the partnership business shall vest in all the partners. The partners either jointly or severally will do any act, or deed on behalf of the firm. Any partner may deposit or withdraw any money, papers & documents etc, in Government Offices, Courts, Income Tax Office, Sale tax office, Municipality, District Board and any other companies and offices. Deposit or withdraw any money in cash or cheque from treasury or Sub-treasury and en cash any cheque or bill from any treasury or sub-treasury and will do any other act or things as occasion may arise.

SOLEMNLY AFFIRMED & DEPOSED
BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal
NOTARY
SILIGURI

- 6 JUL 2010

16. That each partner shall be just & faithful to the other of them and at all times to come shall give to such other full information and truthful explanation of all the matters



Ramesh Kr. Agarwal

[Signature]

[Signature]

[Signature]

relating to the affairs of the firm or partnership business and afford every assistance in his power in carrying on the business of the firm for their mutual advantage.

17. That None of the partner shall without the consent of the other partner in writing, assigns, sell or mortgage or otherwise part with his share or interest in the property or business or the partnership firm or knowingly or intentionally act, commit or permit any act whereby the partnership business dislocated or disturbed to the detriment of the other partners.
18. That it shall be the duty of every partner to pay their separate debts punctually so that the partnership firm may not suffer attachment, seizure or sale of the partnership property every partner shall indemnify the other partner for any loss or damages caused to the partnership firm by his willful neglect or conduct.
19. That the usual books of accounts of the business shall be kept property posted up and shall not be removed from the business premises without the consent of the other partner. And each partner shall have the full and free access to them and at all times shall be at liberty to make such extracts there from as he may think fit.
20. That all partners do hereby bind themselves and agree to abide by all the terms and conditions with regard to the business in the name of the firm.
21. That any partner may retire from the partnership business by giving the other partner three months notice in writing by informing his intention for the same.
22. That in case of dispute relating to the affairs of the firm the same shall be referred to arbitration according to the provision of **ARBITRATION ACT**.
23. That the retirement or death of a partner shall not dissolve the firm. On the death of a partner, his/her legal heirs shall have the option of joining the partnership irrespective of the interest of the deceased partner, the interest of the deceased partner or retired partner shall be valued and the surviving partner or remaining partner shall take over his/her share in proportion to his interest in the firm and shall pay the heirs of the deceased partner or the retired partner his/her capital / profits / interest etc. till that date.

SOLENNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION

[Signature]
Ramesh Kr. Agarwal
NOTARY
SILIGURI

26 JUL 2010



IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands to these presents the day, month and year first written above.

WITNESSES:

1. Aditya Agarwal,
S/o Sri. Kishan Kumar Agarwal,
Punjabi Para,
P.O. & P.S. Siliguri,
Dist - Darjeeling.

Aditya Kumar Agarwal
(FIRST PARTY)

2. Jagmohan Podder
S/o - Sri Rohit Podder
Widyasagar Pally,
Khalpara
P.O. & P.S. - Siliguri
Dist: Darjeeling.

Jagmohan Podder
(SECOND PARTY)

Chirag Agarwal
(THIRD PARTY)

✓
Arjun
(FOURTH PARTY)

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

[Signature]
Advocate Siliguri

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION

[Signature]
Ramesh Kr. Agarwal
NOTARY
SILIGURI

26 JUL 2018