

Debasish Chakraborty Notary

(Appointed by Govt. of India)



Chamber
Sushil Smaran, Oppsite Employment
Exchange, Haren Mukherjee Road,
WardNo. 12, Hakimpara, Siliguri
Mobile: 9933157415
9641760838
7679883606

Serial No. Dated 20

NOTARIAL CERTIFICATE

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

TO ALL TO WHOM THESE PRESENTS 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 as also by Sri/Smt..... S. 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:

An original Deed of Partnership is enclosed herewith.

PRIMA FACIE the annexed instrument 'A' appears to be usual procedure to serve 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 22nd day of June in the year 20 19.



NOTARIAL STAMP

22 JUN 2019
Debasish Chakraborty
Notary Govt. of India
Siliguri, Darjeeling
Regd. No. 13792
The executents is/are identified by me :
S. Chakraborty
Advocate
Advocate, Siliguri



पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL

AA 100040




DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP IS MADE THIS THE 20TH DAY OF JUNE TWO THOUSAND NINETEEN

AMONGST

1. SRI PRATEEK AGARWAL (PAN – BFAPA5520F), son of Sri Kamal Kumar Agarwal, Hindu by faith, business by occupation, resident of Geetanjali Apartment, Sayed Mustafa Ali Road, Hakimpara, Siliguri-734001, in the District of Darjeeling, hereinafter called the FIRST PARTY or party hereto of the FIRST PART
2. SMT MAMTA AGARWAL (PAN – AFBPA1459D), wife of Sri Deepak Kumar Agarwal, Hindu by faith, business by occupation, resident of C/o Rasraj Sweets, Mahabirsthan, Siliguri-734004 in the District of Darjeeling, hereinafter called the SECOND PARTY or party hereto of the SECOND PART

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Regd. No. 13792

22 JUN 2019

NO. 1981 13/6/79
SOLD TO Prima Developers
OF Singur
RUPEES 600

Asst
STAMP VENDOR,
A.D.S.R. Office, Singur
L/No-8/1975

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

Y 238359



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(The above expressions shall unless excluded by or repugnant to the context be deemed to include the heirs, executors, administrators, successors, assigns and representatives of the respective parties).

And whereas the above named parties are known to each other since long and decided to start a business of builder, developer, contractors as detailed in "Business clause" below in their partnership in the name of "PRIME DEVELOPERS"

AND WHEREAS to avoid future differences, doubts and disputes, it is deemed fit to deduce in writing the terms and conditions of the partnership.

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22 JUN 2019

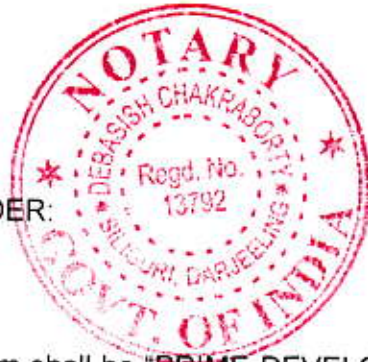
Swati
Prantik

NO 1982 DATED 13/6/75
SSR Prime Development
OF Highways
RUPEES 50/-

(S. K. Sarika)
STAFF VENDOR,
A.D.S.R. Office, Siltguri
T./No-8/1975

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NOW THIS INDENTURE WITNESSETH AS UNDER:



1. FIRM NAME:

That the name and style of the Partnership firm shall be "PRIME DEVELOPERS" and/or any other name or style as the parties hereto mutually agree and decide from time to time.

2. COMMENCEMENT & DURATION:

- a. That the partnership shall be effective from 20.06.2019
- b. That the partnership shall be at will and will continue so long the parties decide to continue.
- c. That the registered office of the partnership shall be at By Lane Shyam Mandir Road, 2nd Mile, Sevoke Road, Siliguri-734001, District- Darjeeling, West Bengal. The partners may by mutual consent shift the principal place of business, may open/close branch office(s) of the partnership business.

3. BUSINESS:

That the business of the firm shall be to lay out, develop, construct, build, erect, demolish re-erect, alter, re-model or do any other work in connection with any building scheme, multistoried buildings or any other structural or architectural work of any kind whatsoever and for such purpose to prepare estimates, designs, plants specifications, or models and do such other or any act that may be requisite thereof & to purchase, acquire, take on lease, or in exchange or in any other lawful manner any land, building multi-storied structures and to turn to the same into real estate, develop the same and dispose of or maintain the same and to build townships, markets, or other building. The firm may also rent out any of the unsold space in the property to be developed to any intending tenant/lessee. The firm may also commence/undertake any other type of business if agreed to by all the partners.

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4. CAPITAL/FUNDS:

- a. The partners shall contribute capital in the firm from time to time according to the needs and necessity of the firm and shall be credited in the respective capital accounts of the partners in the books of accounts of the firm and/or
- b. To raise loans and/or accept deposits and/or advances with or without security for the purpose of the business from any source available.

5. ACCOUNTS:

- a. That the firm shall follow financial year (1st April to 31st March) as its accounting year and the accounts of the firm shall be made on 31st March of every year and the Profit/Loss as the case may be shall be ascertained and divided amongst the in the manner as laid down in the succeeding clauses.
- b. That the books of accounts together with all other documents and papers shall be kept at the registered office of the partnership firm and the parties hereto of the First to Second Parts shall at all reasonable times be entitled to inspect or to take copies or extracts thereof.

6. BANK ACCOUNTS:

That bank account(s) of the firm shall be opened in the firm's name or any other name as the firm desires and shall be operated by any one of the Partners of First or Second Parts and all cheques and negotiable instruments on partnership account shall be signed as mentioned above.

7. INTEREST ON CAPITAL TO PARTNERS:

That the partners shall be entitled to interest on their capital contribution in the firm at such rate or rates as may be mutually settled by the partners from time to time in accordance with the rates prescribed under section 40(b) of the Income Tax Act, 1961 not exceeding 12% p.a. or the rate as may be in force in the relevant financial year. Such interest shall be credited/paid to the partners at the

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end of the accounting year or at such earlier date(s) as may be mutually settled by the partners. The fact of credit/payment of interest as recorded in the books of account of the firm shall be deemed to be the mutual consent of the parties hereto. The partners may by mutual consent decide not to pay any interest on capital in any year.

8. REMUNERATION TO PARTNERS:

That the parties hereto of the First to Second parts have decided to be the working partners and they shall be entitled to remuneration to be calculated on the Book Profit as defined in Explanation 3 to Section 40(b) of the Income Tax Act, 1961 after charging interest as enumerated in clause (7) above and all business and depreciation expenses. The party hereto of the First to Second Parts shall be entitled to the aggregate remuneration to be calculated in the following manner:

On the first Rs. 3,00,000 of the Book profit Rs. 1,50,000/- or @ 90% of the Book Profit, whichever is more

On the balance of the Book Profit 60% of the Book profit

The aggregate remuneration as calculated above shall be divided equally amongst the working partners as detailed below. Such remuneration shall be credited/paid to the working partners at the end of each accounting year and the fact of credit/payment of remuneration as recorded in the books of account of the firm shall be deemed to be the mutual consent of the parties hereto. The partners may by mutual consent decide not to pay any remuneration in the year when the profits are not sufficient or there is loss. The above scale of remuneration and/or the method of calculation of remuneration may be changed at any time with mutual consent of the partners.

First Party	:	50%
Second Party	:	50%

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9. SHARE IN THE PROFIT/LOSS OF THE FIRM:

That the net profit/loss of the firm including that of capital gain/losses after providing for interest and remuneration to partners as enumerated in clause (7) and (8) above shall be divided amongst the partners equally in the following manner :

First Party	:	50%
Second Party	:	50%

10. DRAWINGS OF PARTNERS:

That each partner may draw out money which shall be debited to their respective capital accounts. Interest on such drawings shall be charged at the same rate as will be given to the partners in the relevant year on their capital.

11. RIGHT/FORBIDDEN CLAUSE:

- a. That the party hereto of the First to Second parts have decided to be the working partners and shall look after the day to day operation of the partnership business.
- b. That the partners shall have full authority to institute, prosecute, defend, discontinue, withdraw or compromise any suit or legal proceedings in any Civil Court or Income Tax, sales Tax or other Authority(s) or in any other office or court and to sign, verify or present plaint, petition, written statement, return, application for revision or review, memorandum of appeal or any other document and to file tender agreement, quotation etc. and to receive, demand or withdraw and demand and recover any money or dues of the firm from any office, court, person, corporation, bank, Central or State Government, societies, railways or any other bodies or individuals and to appoint, empower or remove any legal practitioner and to execute all acts and deeds on behalf of the firm and bind all partners in all matters relating to partnership always in good faith and to keep other partners fully informed about them.

Signature

Signature

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- 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 at all time give to the other partners the true information and faithful explanation of all matters relating to the partnership firm.
- e. That any of the partners is authorised to sign on behalf of the firm to buy, to apply for permissions to any Government, Semi Government or other departments for registration, sanction of the plan, Lucc or any other matters relating to property or any other matter and the same shall be deemed to be as per mutual consent of all the partners.
- f. That the Deed of Conveyance/Sale Deed of the property to be constructed shall be executed by any one of the Partners of First or Second Parts.
- g. That any unsold space in the property to be constructed may be taken over by the partners either individually or jointly with mutual consent.
- h. That no partner without the consent of the other partners shall:
 - i. employ any of the money, goods, effects or the partnership or pledge the credit thereof except in the ordinary course of the business and upon the account or for the benefit of the partnership.
 - ii. enter into any bond or become bailee or surety, provide security with or for any person or to do or knowingly cause or suffer to be done anything whereby the partnership property or any part thereof may be seized, attached or taken into execution.

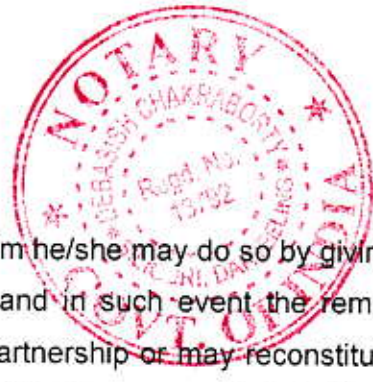
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12. RETIREMENT/DISSOLUTION:

That if a partner(s) is willing to retire from the firm he/she may do so by giving two months notice in writing to the other partner and in such event the remaining partner may carry on the business in his/her partnership or may reconstitute the firm by admitting any other person(s) as partner(s) in the manner he/she likes.

13. ARBITRATION:

That in the event of any dispute, doubt or difference arising amongst the partners during the continuance of the partnership business or afterwards regarding the interpretation of the contents of this instrument of partnership or regarding any other matter or transaction relating to the partnership business, it shall be referred to the arbitrator appointed by mutual consent of the partners and his decision shall be binding upon all the partners.

14. OTHER GENERAL CLAUSES:

- a. That any of the clauses as referred to hereinabove may be altered/amended and/or modified with mutual consent of the partners.
- b. Save as aforesaid, the provisions of the Indian Partnership Act, 1932 as it stands amended, revised, modified from time to time shall govern the partnership.

IN WITNESS WHEREOF THE PARTNERS HAVE PUT THEIR HANDS ON THE DAY, MONTH AND THE YEAR FIRST ABOVE MENTIONED.

Witnesses:

1. *Riya Agarwal.*
 D/o *Kamal Kumar Agarwal.*
Sevoke Road.
Siliguri

[Signature]

FIRST PARTY

2. *Anand Agarwal*
s/o Gouri Shankar Agarwal,
Sevoke Road,
Siliguri - 01

[Signature]

SECOND PARTY

[Signature]
Debasish Chakraborty
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 Siliguri, Darjeeling
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Identify by me

[Signature]
Advocate/Siliguri

S. Chakraborty
 Advocate, Siliguri

22 JUN 2019