

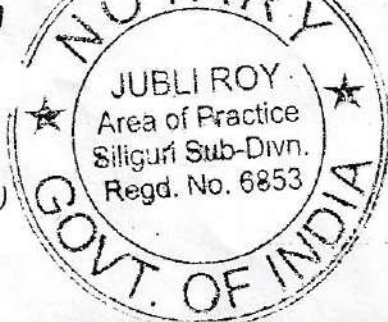
Jubli Roy

BA(Law), LL.B., Advocate

**NOTARY**

(Appointed by Govt. of India)

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

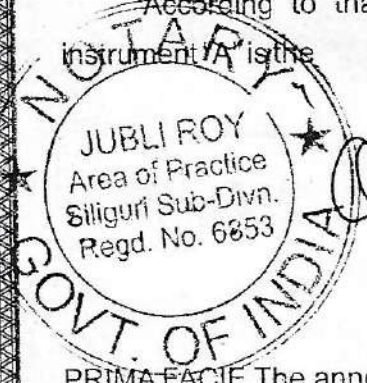


Serial No. 72/06/16

Date: 28.06.16

TO ALL WHOM THESE PRESENTS shall come, I Smt. JUBLI ROY duly authorised by the government of India to practice as **NOTARY** do hereby verify, authenticate, certify and 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. Manoj K. Koley, Advocate, as to the matters contained therein presented before me.

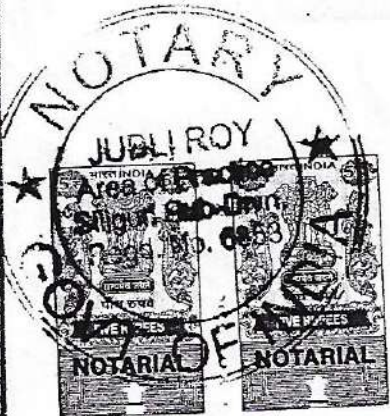
According to that is to certify, authenticate and attested that the annexed instrument "A" is the



Original Partnership deed

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

In faith and testimony whereof 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 28th Day of June in the year of 2016



Solemnly affirmed & Declare before me on identification

28.6.16  
**JUBLI ROY**  
Notary (Govt. of India)  
Siliguri District

**NOTARY**  
(Regd. No. 6853)

The Executant (S) is/are identified by me:  
Identified by me  
Manoj K. Koley  
Advocate, Siliguri ADVOCATE

Regd. No. ....



T 740535

*Deepak K Agarwal*  
*Narash Kumar Agarwal*  
*Ranjit Singh*  
*श्री देव*  
*Rampal Singh*

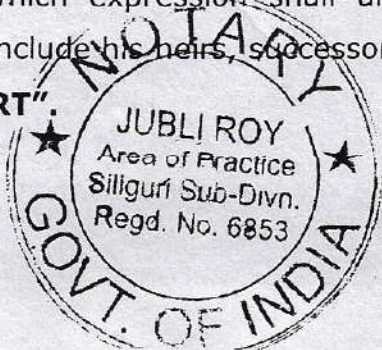
**PARTNERSHIP DEED**

**THIS PARTNERSHIP DEED MADE ON THIS THE 21<sup>ST</sup> DAY OF JUNE, 2016.**

**BETWEEN**

**SHRI DEEPAK KUMAR AGARWALA**, Son of Shri Shyam Sunder Agarwal, Hindu by Religion, Business by occupation, residing at Mahabirsthan, Near Rail Gate-1, Siliguri, P.S. Siliguri, Dist. Darjeeling, 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**"

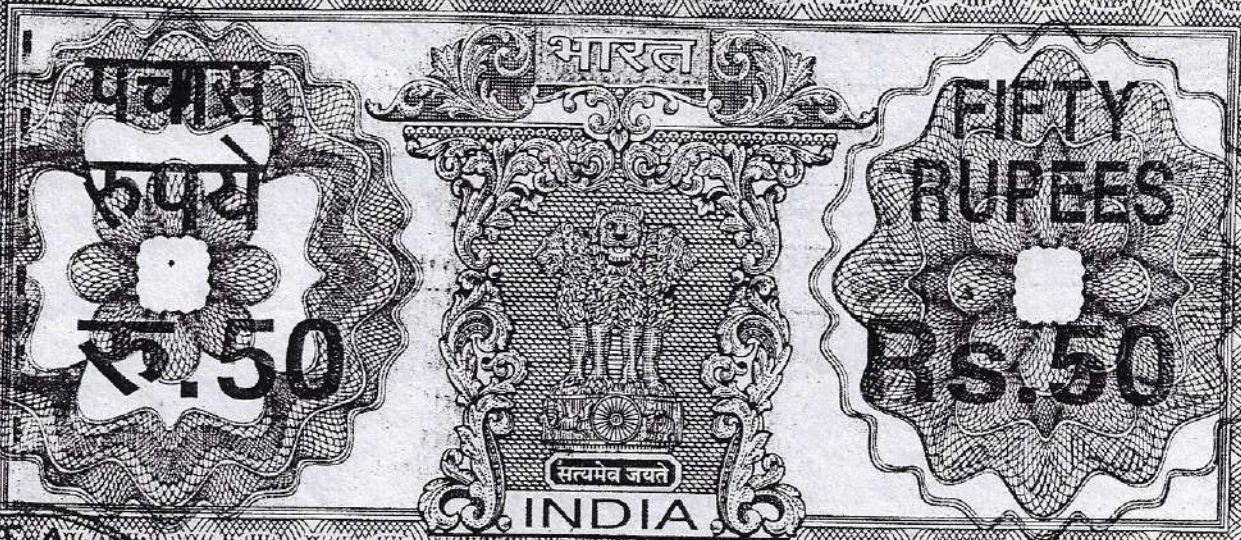


Solemnly affirmed & Declare  
before me on identification  
(*28.6.16*)  
**JUBLI ROY**  
Notary (Govt. of India)  
Siliguri, Darjeeling

SL No. 1943 Date 20.6.2016  
PURCHASER Dyanika Enterprises  
Full Address S.K.N.  
Total value 100/-  
Stamp Purchased from JPG Treasury on 1/1/16

*JDS*  
STAMP VENDOR  
(JAYDAS)  
Licence no-1 of 95 7000  
Add: BSP Office, Raigarh, Chh.Bihar

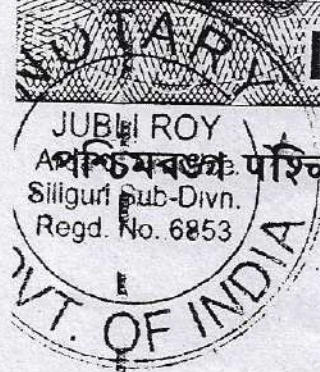
भारतीय गैर न्यायिक



पचास  
रुपये  
₹.50

FIFTY  
RUPEES  
₹.50

INDIA NON JUDICIAL



T 113263

- :2:-

AND

SHRI NARESH KUMAR AGARWAL, Son of Keshoram Agarwal, Hindu by Religion, Business by occupation, residing at Millan Pally, Siliguri 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".

*Handwritten mark*

*Deepale Kumar Agarwal*

*Narish Kumar Agarwal*

*Ranbir Singh*

Solemnly affirmed & Declare before me on identification

*Jubli Roy*  
28.6.16  
JUBLI ROY  
Notary (Govt. of India)  
Siliguri, Darjeeling

*Handwritten signature*

*Handwritten signature*



S. No. 1893 Date 17/06/2016  
Sold to Dwarika Enterprises  
OF S F Road Sy  
Rs. 50/- (Rupees) Fifty Only

B. K. Ghosh  
Stamp Vendor  
Siliguri Court  
L No R. M. /106/1993  
Darjeeling

**AND**

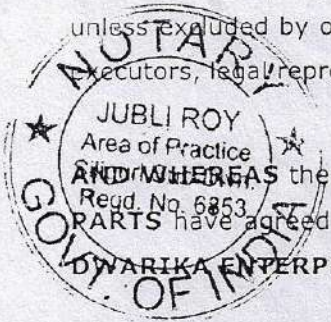
**SMT. PREMLATA BIHANI**, Daughter of Manmal Kabra, Hindu by Religion, Business by occupation, residing at Bidhan Road, Near Auto Stand, Siliguri in the State of West Bengal, hereinafter called the **"THIRD PARTY"** (Which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, successors, executors, legal representatives, administrators and assigns) of the **"THIRD PART"**.

**AND**

**SMT. MANJU AGARWAL**, Wife of Raj Kumar Dalmia, Hindu by Religion, Business by occupation, residing at C/o R K Enterprises, Mahabirsthan, Siliguri Town, 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 RAMGOPAL AGARWAL**, Son of Lt. Satyanarayan Agarwal, Hindu by Religion, Business by occupation, residing at Jajodia Market, Station Feeder Road, 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 WHEREAS** the parties hereto of the **FIRST, SECOND, THIRD, FOURTH AND FIFTH PARTS** have agreed to carry on business in partnership under the name & style of **"M/S. DWARIKA ENTERPRISES"**.

**AND WHEREAS** THE PARTIES HERETO of the **FIRST, SECOND, THIRD, FOURTH AND FIFTH PARTS** for diverse good reasons has deemed 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:-

Solemnly affirmed & Declared before me on identification

*Jubli Roy*  
**JUBLI ROY**  
Notary (Govt. of India)

1. **NAME OF THE FIRM :**

THAT the name and style of Partnership shall be **"M/S. DWARIKA ENTERPRISES"**

*Deepak Kumar Agarwal*

*Premlata Bihani*

*Narush Kumar Agarwala*

*Manju Agarwal*

*Ramgopal Agarwal*

2. COMMENCEMENT, DURATION & OFFICE:

i) THAT the partnership business shall be deemed to be commenced with this Deed of Partnership i.e., that the above named parties of the first, second, third, fourth and fifth parts hereby having mutually, 21<sup>st</sup> Day of June, 2016.

ii) THAT the partnership shall be one "AT WILL."

iii) THAT the principal place of partnership business shall be at **Station Feeder Road, Siliguri-734005, 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:

a) 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.

b) THAT the parties hereto may by mutual consent, raise loans from any Bank/s, Area of 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.

Solemnly affirmed & Declare  
before me on identification

June 28 2016

JUBLI ROY  
Notary (Govt. of India)  
Siliguri, Darjeeling

5. ACCOUNTS:

a) THAT the accounts of the firm shall be adjusted annually on 31<sup>st</sup> 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.

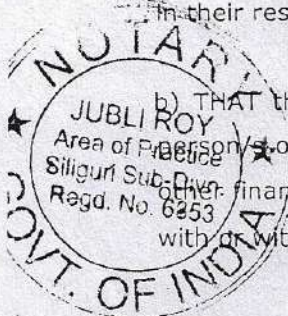
1) Deepale K. Agarwal

2) Navish Kumar Agarwala

3) Pankaj B. B. B.

4) J. K. K.

5) R. K. K.



Handwritten initials 'JK' next to the section header '5. ACCOUNTS:'.

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	20%
Third Part	20%
Fourth Part	20%
Fifth Part	20%

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.

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

**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.

Solemnly affirmed & Declare  
before me on identification

June 28.6.16

JUBLI ROY  
Notary (Govt. of India)



Handwritten signature/initials.

1) Deepale Kumar Agarwal

2) Naresh Kumar Agarwal

3) Ranjit Kumar Bhatia

4) H. G. Dey



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:**

i. 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.
- 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.

To apply for the dealership/distributorship/clearing and forwarding agencies of different companies, and to negotiate/finalize the terms and conditions thereof.



*per*

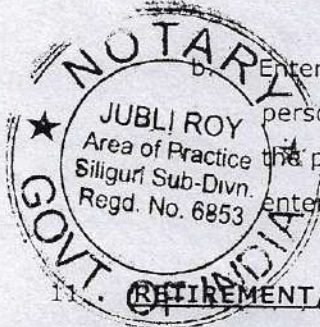
Solemnly affirmed & Declared before me on identification

*Jubli Roy*  
Notary (Govt. of India)  
Siliguri, Darjeeling

*Deepak Kumar Agaswala*  
*Narish Kumar Agaswala*

*Pranab Kumar Bhowmik*  
*Pranab Kumar Bhowmik*  
*Pranab Kumar Bhowmik*

- g. To compromise or settle any debt to the partnership and grant discharge thereof.
- ii. 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.
- iii. THAT the partners shall be just and faithful to each other and shall work for the best interest of the partnership business.
- iv. 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.
- v. 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.
- vi. 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.



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.

I solemnly affirmed & Declared before me on identification  
 July 16 2016  
**JUBLI ROY**  
 Notary (Govt. of India)  
 Siliguri, Darjeeling

- ii> THAT on retirement, no partner shall be entitled to claim anything towards goodwill, credential etc. of the firm.

1) Deepale K. Agaswala  
 2) Navish Kumar Agaswala

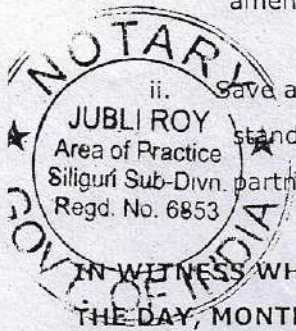
3) Prashant Bishu  
 4) Jitendra  
 5) Ramendra Agaswala

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.

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:

1.

*Deepale Kumar Agasala*

FIRST PARTY

2.

*Naresh Kumar Agasala*

SECOND PARTY

*Purnita Bishu*

THIRD PARTY

*महेश्वरी*

FOURTH PARTY

Solemnly affirmed & Declare before me on identification

*June 28 2016*  
**JUBLI ROY**  
Notary (Govt. of India)  
Siliguri, Darjeeling

*Rampal Agasala*

FIFTH PARTY

Identified by me  
*Alleged Mr. Behera*  
Advocate, Siliguri