

Nabendu Narayan Dutta

NOTARY
GOVT. OF INDIA

Professional Address :

Nivedita Road,
P.O. Pradhan Nagar,
Siliguri-734003
Dist.-Darjeeling (W.B.)
Ph. : 2514713



Serial No. _____

86/17

Date : _____

23/11/17

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 us under the execution of the instrument annexed here to collectively signatories and as also by Sri..... 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 *23rd* day of *Nov* The year of Christ 20 *17*.....

The executents is / are identified by me

Advocate

[Signature]

NABENDU NARAYAN DUTTA

Notary Govt. of India
Notary
Siliguri, Darjeeling
Dist. Darjeeling



NOTARIAL STAMP

भारतीय गैर न्यायिक

पचास
रुपये
रु. 50



FIFTY
RUPEES
Rs. 50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

W 173588



DEED OF PARTNERSHIP

Natendu Narayan Datta
Notary Govt. of India
Siliguri, Darjeeling

INDIKA CONSTRUCTIONS

R.H. Agastya
PARTNER

INDIKA CONSTRUCTIONS
INDIKA Agastya
PARTNER

Sl No. 363 Date 10.10.17
b no 10 Indra Construction
of Sly
Rn Sal Rupest (Richy)

R. J. Day
Stamp Vendor
SL3 Coun
L. No - 170/H M.

भारतीय गैर न्यायिक

पचास
रुपये

रु. 50



FIFTY
RUPEES

Rs. 50

INDIA NON JUDICIAL

पश्चिम बंगाल - पश्चिम बंगाल - WEST BENGAL

V 417094



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DEED OF PARTNERSHIP

Satendu Nath Mulla
Notary Govt. of India
Siliguri, Darjeeling

INDIRA CONSTRUCTIONS
Rohi Aggarwal
PARTNER

INDIRA CONSTRUCTIONS
Chiranjyoti
PARTNER

NON JUDICIAL STAMP

Sl. No. 413 Dated 10/10/17

Name Indira construction

Of S/L

Value Rs. 500 (Rupees) F/

SANDHYA SAHA GOON
GOVT. STAMP VENDOR
SILIGURI COURT
LN No. -174RM OF 2015



Vertical text on the left side of the page, possibly a stamp or label, including the words 'SILIGURI COURT' and 'NON JUDICIAL STAMP'.

Faint handwritten text at the bottom of the page, possibly a signature or date.

भारतीय गैर न्यायिक

पचास

रुपये

₹. 50

भारत

FIFTY
RUPEES

Rs. 50

INDIA

INDIA NON JUDICIAL

पश्चिमवङ्ग प्रविच्य वङ्गाल WEST BENGAL

W 173584



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DEED OF PARTNERSHIP

Natendu J. Datta
Notary Govt. of India
Siliguri, Darjeeling


INDIRA CONSTRUCTIONS

Rohit Agarwal
PARTNER

INDIRA CONSTRUCTIONS

Chirag Agarwal
PARTNER

No. 377 Date 10.10.12
Pay to Indira Constructions
Sky
Rs. ₹ Rupees (Fifty)


Ritu Yadav
Stamp Vender
SL3 Coun
L. No - 170/R. M.



INDIRA CONSTRUCTIONS
Rahul Agarwal
PARTNER

INDIRA CONSTRUCTIONS
Chirag Agarwal
PARTNER

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THIS DEED OF PARTNERSHIP MADE ON THIS THE 10th Day of OCTOBER 2017, BETWEEN:

SRI RAHUL AGARWAL son of Sri Mohan Kumar Agarwal, by religion Hindu, by occupation Business, resident of Sevoke Road, Siliguri, P.O. & P.S. Siliguri, Dist.- Darjeeling, hereinafter called the **FIRST PARTY** of the First part (which expression shall mean and include unless otherwise excluded by or repugnant to the context his heirs, executors, administrators, representatives, successors and assigns).

AND

SRI CHIRAG AGARWAL son of Sri Mohan Kumar Agarwal, by religion Hindu, by occupation Business, resident of Sevoke Road, Siliguri, P.O. & P.S. Siliguri, Dist.- Darjeeling, hereinafter called the **SECOND PARTY** of the Second part (which expression shall mean and include unless otherwise excluded by or repugnant to the context his heirs, executors, administrators, representatives, successors and assigns).

WHEREAS the above named parties have decided to start business in partnership and constituted and formed partnership under the trade name & style as "**INDIRA CONSTRUCTIONS**" with effect from 10th day of October, 2017.

AND WHEREAS in order to avoid future disputes, differences and complications in between the partners, all partners have agreed and decided to record in writing all the terms and conditions of partnership into a form of a Deed of partnership.

Nandendu Narayan Dutta
Notary Govt. of India
Siliguri, Darjeeling



INDIRA CONSTRUCTIONS
Rohit Agarwal
PARTNER

INDIRA CONSTRUCTIONS
Chirag Agarwal
PARTNER

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NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. That the partnership business shall be carried on under the trade name & style as **"INDIRA CONSTRUCTIONS"** and/or such other name(s) as may be mutually agreed upon.
2. That the partnership business shall be carried on from its principal place of business, situated at 27 Sevoke Road, Siliguri, P.O. & P.S-Siliguri, Dist-Darjeeling (W.B), but the partners shall be at liberty to shift the business at any other place or places or to open branch or branches.
3. That the nature of partnership business shall be that of dealing in the line of civil Construction, Promotion, Development of land & Building and dealing in the line of Real Estate, immovable properties. But partners shall be at liberty to embark upon any other line of trade adventures or undertakings as may be mutually agreed between the parties hereto from time to time.
4. That the partnership firm shall be deemed to have commenced with effect from 10th day of October 2017.
5. That the duration of partnership shall be at "WILL" of the partners.
6. That the capital of the firm shall consist of amount contributed by the partners from time to time according to need and necessity of the firm and the amount so contributed shall be credited to their capital account.

[Signature]
Hemendra Narayan Dutta
Notary Govt. of India
Siliguri, Darjeeling



INDIFA CONSTRUCTIONS

Rabbi Aggarwal
PARTNER


INDIFA CONSTRUCTIONS

Chirag Aggarwal
PARTNER

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7. That the partners shall be entitled to receive interest at the rate of 12% P.A. on their capital contribution. However, the interest can be waived or to be provided at such lower rates as the partners mutually decided. The interest so payable shall be simple interest to be accounted for at the close of the accounting year. It is further agreed that no interest shall be paid or charged on the debit or credit balance in current a/c of partners, if any.
8. That it is agreed by and between the parties hereto that both partners shall devote their time and attention in the conduct of the affairs of the partnership business (hereinafter referred to as working partners) and shall be entitled to salary and/or remuneration as under:
- A) The total remuneration payable to the working partners shall be worked out as under:
- | | |
|---|--|
| i) In case of loss | No remuneration |
| ii) In case of book profit upto Rs. 3,00,000/- for the year | 90% of the book profit |
| iii) On the book profit exceeding Rs. 3,00,000/- for the year | The amount as calculated as per clause(ii) plus 60% of the excess over Rs.3,00,000/- |
- B) The remuneration payable as per provision 'A' above shall be paid to the working partners equally, as under:

FIRST PARTY	50%
SECOND PARTY	50%


Ravendu Narayan Dutta
Notary Govt. of India
Siliguri, Darjeeling



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INDIRA CONSTRUCTIONS

Rohit Aggarwal
PARTNER

INDIRA CONSTRUCTIONS

Chirag Aggarwal
PARTNER

- C) For the purpose of this clause the expression Book Profit shall mean the Book Profit as defined in Sec 40(b) of Income Tax Act 1961 or any statutory modification or re-enactment thereof for the time being in force.
- D) The remuneration payable to the working partners as above shall be credited to their current/capital a/c on ascertainment of the book profit it is further agreed that partners shall be entitled to withdraw the money by debiting their current/capital a/c during the year.
9. That the Net Profit or Net Loss of the partnership after deduction of all expenses relating to the business and also interest to partners and salary and/or remuneration payable to working partners in accordance with this Deed of partnership shall be shared/or born by both partners equally at the close of the accounting year i.e.

FIRST PARTY	50%
SECOND PARTY	50%

10. That the regular books of accounts of the partnership firm shall be kept at the principal place of business and shall be open for the inspection of the partners at all reasonable time. The profit and loss account and balance sheet shall be drawn up on the 31st day of March each year or on such date or dates as the parties hereto may agree from time to time.
11. That the bank account or accounts shall be opened in the name of the firm and it shall be operated by both partners either jointly or severally as mutually decided.
12. That the Firm shall be at liberty to obtain loan from bank and financial institutes in the name of the firm for carrying on the business of the firm.

Nabendu Narayan Dutta
Notary Govt. of India
Suliguri, Darjeeling



INDIRA CONSTRUCTIONS

Rohit Agarwal PARTNER

INDIRA CONSTRUCTIONS

Chirag Agarwal PARTNER

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13. That the language of the book of accounts shall be English as far as possible.
14. That subject to the terms and conditions herein recorded or hereinafter agreed mutually and amicably between the partners hereto, the management and conduct of the partnership shall be carried on jointly and the partners may by mutual consent appoint manager or any other employee for the better conduct of the business and dismiss any of the staff with their mutual consent.
15. That both partner shall act and look after the business as a man of ordinary prudent, and will make good the loss, if any, incurred by the other partner for his/her wilful negligence.
16. That each partner shall:
 - a) be just and faithful to the other partner in all matters and transactions relating to the partnership and at all times give to the other partner full information of all the matters concerning 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 his/her separate liabilities and shall always keep the other partner and the partnership effectually indemnified against all claim, demands, costs, etc.
17. That no partner shall without the consent of the other partner assign, sell, mortgage or transfer in any way his/her share to any other persons.

Nabendu Narayan Dutt
Notary Govt. of India
Siliguri, Darjeeling



INDIRA CONSTRUCTIONS

Rohit Agrawal
PARTNER

INDIRA CONSTRUCTIONS
Chirag Agrawal
PARTNER

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18. That any partner may retire from the partnership business by giving three-month notice in writing to the other partners of his/her intention to do so. Such notice however, will not be necessary if any partner retires with the consent of the other partners.
19. That the partners shall always be at liberty to take new partner or partners in the firm upon term and conditions mutually agreed upon between them.
20. That notwithstanding anything contained in the Indian partnership Act. It is hereby mutually agreed to by and between the partners that in case of death of any partner the firm shall not be dissolved but shall continue to be carried on by the surviving partner and legal heirs and/or representatives of the deceased partner will step at their option into the shoes of the deceased partner and become partner as a continuing concern, on the same terms and conditions as incorporated in this Deed of partnership or on such terms and conditions as may be settled to by or between them from time to time.
21. That the matters not specifically mentioned in the Deed of partnership shall be governed according to the provisions of Indian partnership Act. 1932.
22. That in the event of any dispute between the partners, whether during the continuance or after the cessation of the partnership, the same shall be referred for adjudication to Arbitration under provisions of Indian Arbitration & Conciliation Act. 1996, then in force.
23. That any of the above terms and conditions may be varied, altered or added to or deleted by mutual consent of the partners hereof to be either in writing or implied from conduct.

Vibendu Narayan Dutt
Notary Govt. of India
Siliguri, Darjeeling



IN WITNESSES WHEREOF the parties hereto have set their hands on this Deed of partnership on the day, month and year first mentioned above.

WITNESSES :

1. Mohan Kumar Agarwal
Sd/- M.C. Agarwal
Sevoko Road
Siliguri - 734001

2. Babubhai Mello
Sd/- Sai hani Shikha Mello
Bulandiy Sg.

EXECUTANTS :

INDIRA CONSTRUCTIONS

Rohit Agarwal
PARTNER

(FIRST PARTY)

INDIRA CONSTRUCTIONS

Chirag Agarwal
PARTNER

(SECOND PARTY)

Drafted by me:

(M. K. AGARWALLA)
ADVOCATE

Notary Public
Notary Govt. of India
Siliguri, Darjeeling