

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. _____

1689/17

Date : _____

16th January 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..... *R. Chakraborty* 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 Partnership Deed.

7

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 *16th* day of *Jan*..... The year of Christ 20 *17*.....



The executents is / are identified by me

[Signature]
Advocate

Nabendu Narayan Dutta
NABENDU NARAYAN DUTTA
Notary
Siliguri, Dist. Darjeeling



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

U 744950

L.T.I of Sri Ganesh Bishwakarma
101/21 Biswakarma

L.T.I of Sri Jyoti Biswakarma

L.T.I of Sri. B. Bishwakarma

L.T.I of Sri. Bishwakarma

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TARAJEN BISHWA KARMA

ARJUN BISHWA KARMA

10 Agency Agent card

PARTNERSHIP DEED

THIS DEED OF PARTNERSHIP MADE THIS 16th JANUARY '17.


Nabendu Narayan Dutta
Notary Govt. of India
Siliguri, Darjeeling

भारतीय गैर न्यायिक



पचास
रुपये
रु. 50

FIFTY
RUPEES
Rs. 50

INDIA NON JUDICIAL



पश्चिम बंगाल WEST BENGAL

U 168719

1. L.T. Smt. Ganesh Biswakarma

2. L.T. Smt. Jumbal Biswakarma

3. L.T. Smt. Bi. Kanya Biswakarma

4. L.T. Smt. Kanan Biswakarma

(7) बिना स्वती

5. TARAJEN BISHWAKARMA
6. TARJUN BISHWAKARMA

10. Nancy Agarwal

PARTNERSHIP DEED

THIS DEED OF PARTNERSHIP MADE THIS 16th JANUARY '17.

Nabendu Narayan Dutta
Notary Govt. of India
Siliguri, Darjeeling

SL No. 18219 Date 10.11.2017
PURCHASER Green Hill Estates
Full Address Sidiqpur
Total Value 100
Stamp Purchased from JPG Treasury on 1

STAMP VENDOR
(JAYA DAS)
Licence no-1 of 99-2000
Addl. DSA Office, Raiganj, Jalpaiguri



Handwritten signature in green ink.

SL No. 18220 Date 10.1.2017
PURCHASER Green hill estates.,
Full Address Siliyuni,
Total value 50/-
Stamp Purchased from J#G Treasury on.....

Ms.
STAMP VENDOR
(JAYA BAS)
Licence no-1 of 99-2006
Aeth. BSR Office, Raiganj, Jalpaiguri



Subdar, Jalpaiguri
Muzo, Jalpaiguri
Subdar, Jalpaiguri

BETWEEN

① SRI BALABHADRA BISHWAKARMA son of LATE BHAKTA BAHADUR BISHWAKARMA residing at BAMKIN NAGAR, SEBOKE ROAD, WARD NO 41, SILIGURI, West Bengal - 734001 hereinafter called the FIRST PART's.

AND

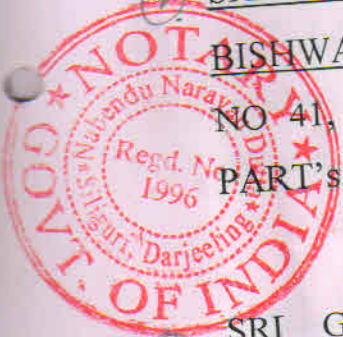
② SRI GANESH BISHWAKARMA son of LATE BHAKTA BAHADUR BISHWAKARMA residing at BAMKIN NAGAR, SEBOKE ROAD, WARD NO 41, SILIGURI, West Bengal - 734001 hereinafter called the SECOND PART's.

AND

③ SRI GOPAL BISWAKARMA son of LATE BHAKTA BAHADUR BISHWAKARMA residing at BAMKIN NAGAR, SEBOKE ROAD, WARD NO 41, SILIGURI, West Bengal - 734001 hereinafter called the THIRD PART's.

AND

④ SRI JUMBE BISHWAKARMA son of LATE BHAKTA BAHADUR BISHWAKARMA residing at BAMKIN NAGAR, SEBOKE ROAD, WARD NO 41, SILIGURI West Bengal - 734001 hereinafter called the FORTH PART's.



① SRI BALABHADRA BISHWAKARMA

② L.T.I. of Ganesh Bishwakarma

③ Gopal Biswakarma

④ L.T.I. of Sri Jumba Bishwakarma

⑤ L.T.I. of Smt. Dilnora Bishwakarma

⑥ L.T.I. of Smt. Sarani Bishwakarma

⑦ अज्ञात राशि

⑧ TARJEN BISHWAKARMA

⑨ ARJUN BISWAKARMA

⑩ Nancy Agarwal

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Notary Public, West Bengal
Darjeeling

AND

3) SMT. DILMAYA BISWAKARMA W/o. of LATE SHIBAJI BISWAKARMA
residing at BAMKIN NAGAR, SEBOKE ROAD, WARD NO 41, SILIGURI
West Bengal - 734001 hereinafter called the FIFTH PART's.

AND

4) SMT. LAXMI BISHWAKARMA W/O of LALBAHADUR BISHWAKARMA
residing at BAMKIN NAGAR, SEBOKE ROAD, WARD NO 41, SILIGURI
West Bengal - 734001 hereinafter called the SIXTH PART's.

AND

5) SMT. BINA KHATI W/O of KAMAL KAHTI residing at BAMKIN NAGAR,
SEBOKE ROAD, WARD NO 41, SILIGURI West Bengal - 734001 hereinafter
called the SEVENTH PART's.

AND

810) SRI TARAJEN BISHWAKARMA SON of DIL BAHADUR BISHWAKARMA
residing at BAMKIN NAGAR, SEBOKE ROAD, WARD NO 41, SILIGURI
West Bengal - 734001 hereinafter called the EIGHTTH PART's.

9) TARAJEN BISWAKARMA

L.S. of Ganesh Bishwakarma.



10) Gopal Bishwakarma

L.S. of Junte Bishwakarma.



L.S. of Smt. Dilmaya Bishwakarma.



L.S. of Smt. Laxmi Bishwakarma.



11) TARAJEN BISWAKARMA

12) ARTUN BISWAKARMA

13) Nancy Agarwal

14) Nancy Agarwal



AND

8(b) SRI ARJJUN BISHWAKARMA SON of DIL BAHADUR BISHWAKARMA 51.
residing at BAMKIN NAGAR, SEBOKE ROAD, WARD NO 41, SILIGURI
West Bengal - 734001 hereinafter called the NINTH PART's.


AND

MISS NANCY AGARWAL D/O of SRI NARESH AGARWAL residing at 60,
LALA LAZPAT ROY ROAD, SILIGURI West Bengal - 734001 having PAN -
BTTPA9423N hereinafter called the TENTH PART's.

NOW THIS DEED IS WITNESS and both the parties hereto hereby agree as follows:

- 1) That the partnership business shall be deemed to have commenced on and from 10TH JANUARY 2017
- 2) That the Partnership Business shall be carried out in the name and style of M/S GREEN HILL ESTATE and or any other name & style as the partners may mutually agreed from time to time.
- 3) That the partnership business shall be that of to carry on the business as real estate development, developers of Residential Colonies, flats, bungalows

+ Amit Podalal (51)


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and commercial spaces and/or in such capacities as may be decided by the parties from time to time. The parties may by mutual consent start a new line of business or close one or more line or line of business.

4) The business of the partnership shall be carried on at M/S GREEN HILL ESTATE, BANKIM NAGAR, NEAR SHIV MANGAL HINDI HIGH SCHOOL, WARD NO 41, SILIGURI - 734001, WEST BENGAL or at such other place or places as the partners shall from time to time determine.

5) That the capital of the partnership business shall be the sum standing in the credit of the partners in their respective names in the books of accounts of the partnership. The partners shall have the liberty either to contribute further capital or to withdraw if so desired and/ or necessary

6) That simple interest @ 12% p.a. or at such reduced rate of interest shall be allowed to the partners on their respective capital contribution so that the total interest does not exceed the maximum rate of Interest allowable under the Income Tax Act. However the partners may by their mutual consent add amend, alter, modify, reduce, vary or cancel this clause in any manner as may be mutually decided between them from time to time.


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7) That the Net Profit and Loss of the Partnership Firm including that of Capital Gains and Losses shall be shared and apportioned between the parties as under.

a. FIRST PARTY	:	10%
b. SECOND PARTY	:	10%
c. THIRD PARTY	:	10%
d. FORTH PARTY	:	10%
e. FIFTH PARTY	:	5% 10
f. SIXTH PARTY	:	5% 10
g. SEVENTH PARTY	:	10%
h. EIGHTH PARTY	:	10% 5
i. NINETH PARTY	:	10% 5
j. TENTH PARTY	:	<u>20%</u> 15
TOTAL	:	<u>100%</u> 5 <i>Amit</i>




8) That the First Accounting year of the Partnership Firm shall be from the date of commencement of the partnership to the next 31st of March and thereafter the firm shall follow English Financial year i.e. 1st April to 31st March as its Accounting Year.

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9) That Seventh Party shall be the only working partner of the Firm. That the remuneration payable to the above said working partners shall be computed in the manner laid down in explanation 3 to section 40(b) of the Income Tax Act 1961 or any other applicable provision as may be in force in the I. T. assessment of the PARTNERSHIP FIRM of the relevant accounting year. Such amount shall be distributed between the said working partners in their profit / loss sharing ratio. Such remuneration shall be calculated at the close of the accounting year and shall be credited to the account of each working partners. The working partners shall be entitled to withdraw out of remuneration for their personal needs from time to time.

10) The Bank Account in the name of the Firm shall be opened with the Bank and the same shall be operated by either one of the partners. All moneys and securities for money belonging to the partnership (except moneys required for current expenses) shall be paid into and deposited with Bank as the partners shall from time to time determine. Cheques drawn on partnership accounts shall be signed by either of the partners.

11) That the firm may borrow moneys as may be required from time to time for the business of the firm from any bank by way of overdraft or case credit


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account without security or with security by pledge, mortgage or hypothecation of any of the movable or immovable assets of the firm or by way of drawing hundies, or in any other way on such terms and conditions as the said authority may think fit.


12) The partners and their survivors will remain partners in the business, from the date of this deed, for a term decided by them mutually subject to the provision for determination hereinafter contained.

13) The retirement or death or insolvency of any partner shall not have the effect of dissolving the partnership between the partners.

14) Every partner shall have a right to sell or mortgage his share or interest, but such partner, before selling or mortgaging it to a stranger, shall make the offer by registered letter of the other partners who shall have the first option to purchase the share at a valuation to be made.

15) No partner shall without the written consent of the other partners do any of the following, namely, dispose of, or encumber any of the assets of the firm, borrow any money or incur any liability on behalf of the firm or stop operation of any banking account or cancel any transaction entered into by

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the firm. No partner shall without the written consent of the other partners keep the business place closed or prevent any partner from entering the business premises of the firm. In these respects the decision of the majority of the partners will be treated as the consent of the partners and/ or the firm.

16) Any partner may be expelled from the partnership after giving him opportunity to explain his conduct or allegations against him as regards fraudulent conduct misappropriation, manipulation of accounts making secret profits or carrying on some other business competitive to business of the firm or utilizing the know-how and particulars of customers of the firm.

17) All outgoing and expenses of the partnership and all losses including interest and capital shall be payable, first out of the profits, next, out of capital and in the case of further deficiency, by the partners in the proportion in which they are entitled to share in the net profits of the business.

18) The partners shall keep proper books of account which shall be kept at the place of business for the time being of the partnership, and each partner shall have access to and power to take copies of the same.


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19) That this shall be Partnership at "WILL" and in case of the partners intends to retire from the partnership Firm he/she shall have to give three months notice to such effect to other partners in writing.

20) All the other matters, for which no provision is made in this deed, shall be decided by the majority of the partners.

21) All notices to be given either to partner or by a partner to the firm hereunder shall be deemed to be duly served if addressed to such firm or the partner at the address given hereinabove and sent by registered post.

22) All disputes in respect of partnership shall have jurisdiction of Siliguri, West Bengal.

23) Any dispute or difference which may arise between the partners or their heirs and representatives or between the firm and a partner with regard to the construction meaning and effect of this Deed or respecting accounts profits or losses of the business of the firm or the rights or liabilities of the partners hereunder or the dissolution or winding up of the business or any other matter relating to the firm shall be referred to arbitration to arbitrator to be appointed by the partners mutually and this clause shall be deemed to be the submission and/or reference to the Arbitrator or the procedure for


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appointment of the Arbitrator within the meaning of the Arbitration and Conciliation Act 1996 including any statutory modification thereof.

24) That the partnership shall be governed by the Indian Partnership Act, 1932 as amended from time to time with respect to those matters not specifically provided here above.

25) That the above terms may be varied or altered by the mutual consent of the parties either expressed in writing or implied by the conduct of the parties.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above-written.

IN THE PRESENCE OF:

बिजय सिंह १९९९/१०/०४

First Part



Forth Part

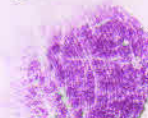
विजय सिंह

Seventh Part

Nancy Agarwal

Tenth Part

Second Part



Fifth Part

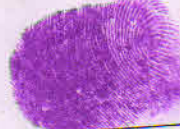
TARJEN BISHWAKARMA

Eighth Part

L.T.I of Sri. Ganesh Bishwakarma.

Gopal Bishwakarma

Third Part



Sixth Part

ARJUN BISHWAKARMA

Ninth Part

L.T.I of Smt. Kusumi Bishwakarma.

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Nabendu

Nabendu Narayan Dutta
Notary Govt. of India
Siliguri, Darjeeling

Bidyut Dan
C/o - Dilip Dan.
Salugara.
Bidyut Dan

Amit Poddar
Eken Apartment
Flat no- P4

[Signature]

