

Pashupati Shah
Notary

(Appointed by Govt. of India)

Serial No. April Dated 01/04/2021

Residence/Chamber
Punjabi Para,
Behind Pranami Mandir,
Siliguri .734001
Mobile: 98326-29587,
96410-71507

NOTARIAL CERTIFICATE

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

TO ALL TO WHOM THESE PRESENTS shall come, I, Sri Pashupati Shah, 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. Nishu Shah, 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
as enclosed in the next
sheet.

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 01st day of April in the year 2021

Solemnly Affirmed & Declared
Before me on Identification

01/04/2021

Pashupati Shah
NOTARY, SILIGURI
Pashupati Shah
Notary



The executentls is/are identified by me :

N. Shah
Advocate

भारतीय गैर न्यायिक

भारत

पचास

रुपये

रु. 50

FIFTY
RUPEES

Rs. 50

सत्यमेव जयते

INDIA

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

AB 584388

PARTNERSHIP DEED OF ADMISSION

THIS DEED OF PARTNERSHIP OF ADMISSION IS
MADE ON THIS THE 01st DAY OF April, IN THE YEAR
2021.

[Signature]

[Signature]

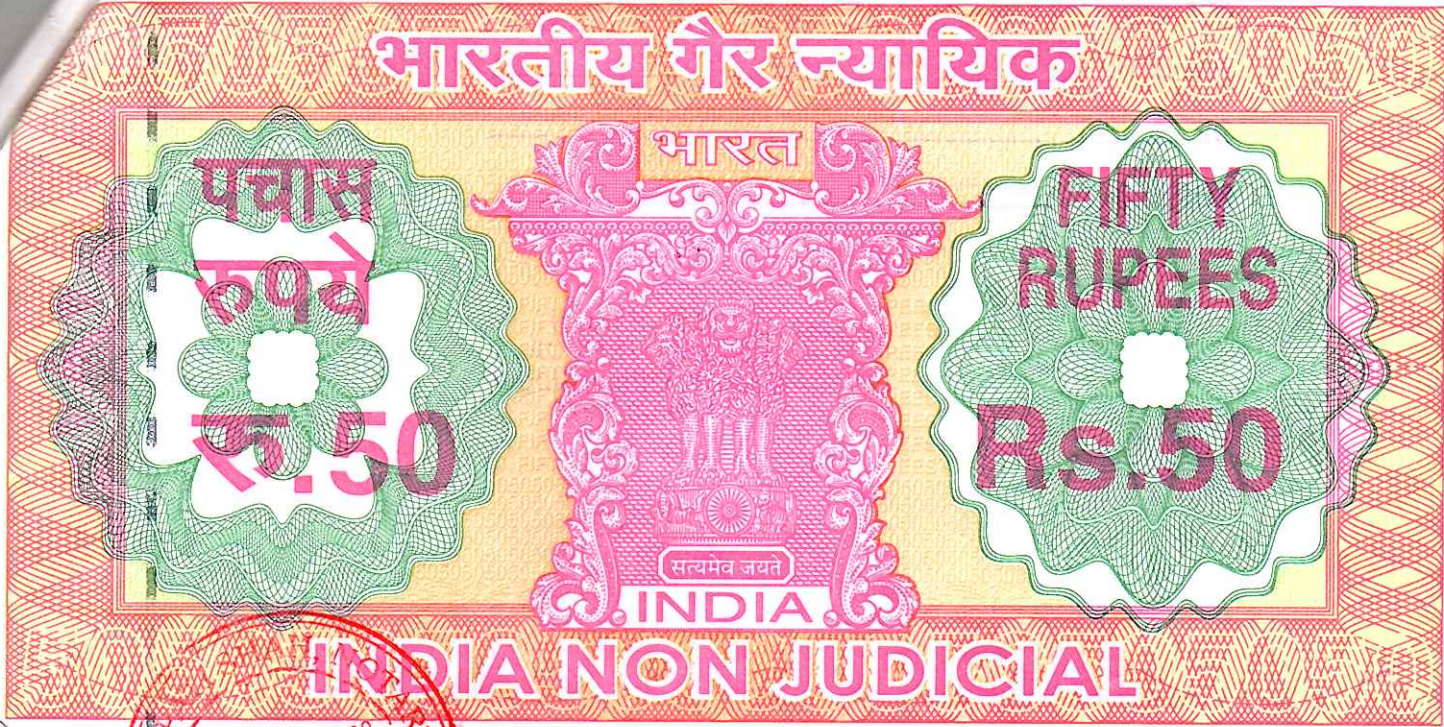
Nikita Agarwal.

Shruti Mitruke

Solemnly Affirmed & Declared
Before me on Identification

[Signature]

Pashupati Shah
NOTARY, SILIGURI



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AB 584386



PARTNERSHIP DEED OF ADMISSION

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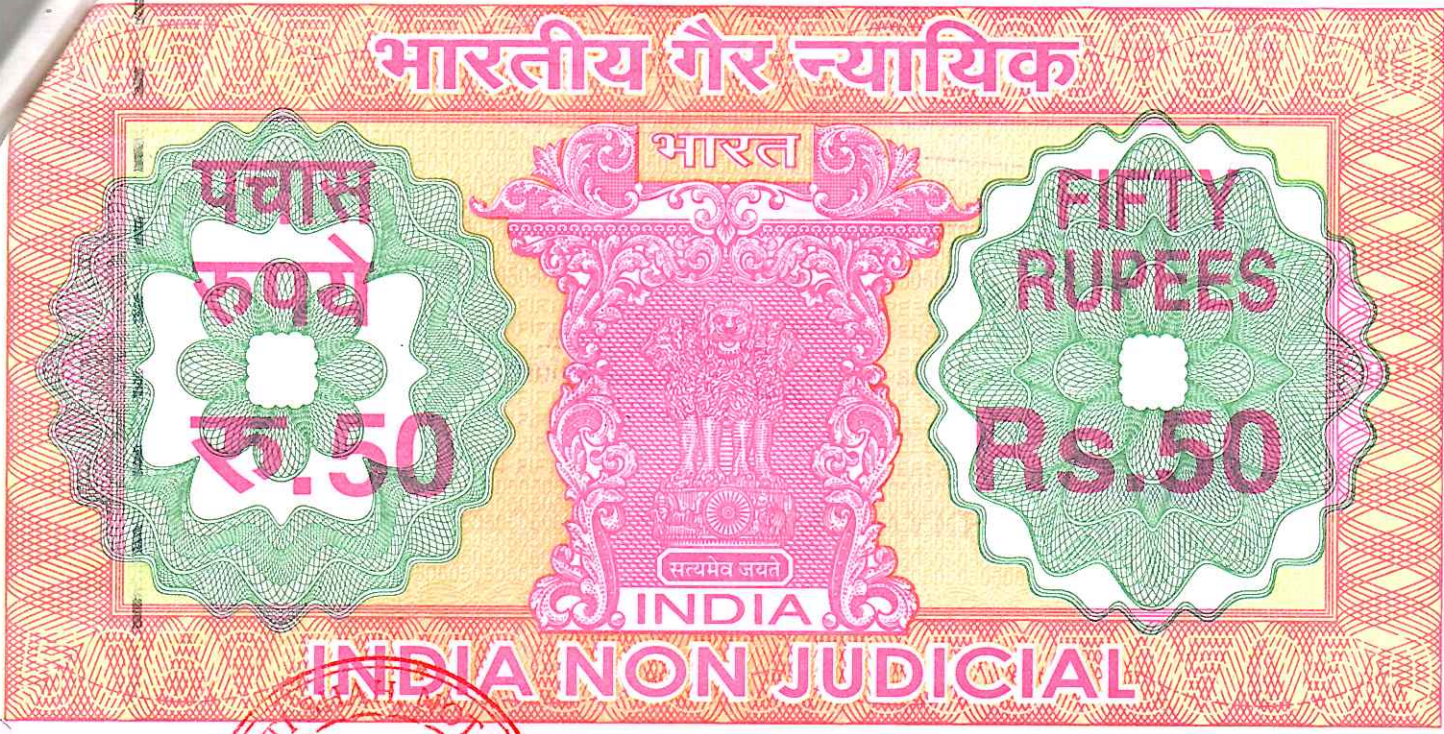
Yogesh H.

fishy

Nikita Agarwal

Shanti Mitruka

Solemnly Affirmed & Declared
Before me on Identification
20/04/2021
Pashupati Shah
NOTARY, SILIGURI



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AB 584387



PARTNERSHIP DEED OF ADMISSION

THIS DEED OF PARTNERSHIP OF ADMISSION IS
MADE ON THIS THE 01st DAY OF April, IN THE YEAR
2021.

[Signature]

[Signature]

Nikhil Agarwal

Shanti Mitra

Solemnly Affirmed & Declared
Before me on *20/04/2021*
Pashupati Shah
NOTARY, SILIGURI

BETWEEN

1. **Mr. Yogesh Mittal**, son of Sri Kamal Kr. Agarwal (Mittal), Hindu by faith, business by occupation, resident of Oodlabari Bazar, Oodlabari, Dist- Jalpaiguri, West Bengal, hereinafter called the "FIRST 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 "FIRST PART". (PAN: AYKPM9323L)



AND

2. **Mr. Rishi Mitruka**, son of Sri Sunil Kr. Mitruka, Hindu by faith, business by occupation, resident of 18, Mahatma Gandhi Road, Ward No. 9, Khalpara, Siliguri West. Bengal hereinafter called the "SECOND 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 "SECOND PART". (PAN: AHAPM6185F)

Hereinafter BOTH FIRST PART and SECOND PART are referred as **CONTINUING PARTNERS** (which expression shall mean & include unless otherwise excluded by or repugnant to the context her heirs, executors, administrators, successors, representatives and assigns).

3. **Mrs. Nikita Agarwal (Mittal)**, daughter of Sri Dilip Agarwal, Hindu by faith, business by occupation, resident of Oodlabari Bazar, Oodlabari, Dist- Jalpaiguri, 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". (PAN: AROPA2065J)

Yogesh Mittal

Rishi Mitruka

Nikita Agarwal

Shruti Mitruka

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Before me on Identification

Pashupati Shah
NOTARY SILIGURI



AND

4. **Mrs. Shruti Mitruka**, daughter of Sri Suresh Kumar Agarwal, Hindu by faith, business by occupation, resident of 18, Mahatma Gandhi Road, Ward No. 9, Khalpara, Siliguri West. Bengal hereinafter called the "FORTH 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 "FORTH PART". (PAN: AEXPA2700G)

Hereinafter THIRD PART & FOURTH PART is referred as **NEW PARTNERS** (which expression shall mean & include unless otherwise excluded by or repugnant to the context her heirs, executors, administrators, successors, representatives and assigns).

WHEREAS the above named parties of the first & second parts have been carrying on a partnership firm between themselves for the purpose of carrying on business in the nature of Real Estate Consultancy under the trade name & style of "**M/S. SWASTI REALTY**", having its principal place of business at "Milestone", Shop No. B 19, Floor - Basement, 2.5 Mile, Check Post, Sevoke Road, Siliguri – 734008, West Bengal- India.

AND WHEREAS the party to the Third Part & Fourth Part has expressed their willingness to be admitted as partners of the said firm from **01st April 2021** to which the First Part & the Second Part have agreed up to subject to certain terms & conditions as mentioned herein below.

Nikita Agarwal.

Shruti Mitruka

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Before me on Identification

Pashupati Shah
NOTARY, SILIGURI

NOW THIS INDENTURE WITNESSETH that the terms and conditions agreed upon by the Parties hereto as follows:

1. NAME OF THE FIRM:

THAT the business of the firm shall be carried on under the name and style of **"SWASTI REALTY"**

2. COMMENCEMENT, DURATION & OFFICE:

- i. THAT the partnership business has commenced with effect from **26th August, 2013**, and that this Deed of Partnership shall have effect from that date.
- ii. THAT this partnership deed shall be read with the Original Partnership Deed dated **26th August, 2013** along with the continuation deed Dated **01st Day December 2016**.
- iii. That the new Partners are admitted from **01st April 2021**.
- iv. THAT the partnership shall be one **"AT WILL "**.
- v. THAT the principal place of partnership business shall be at at **"Milestone", Shop No. B-19, Floor - Basement, 2.5 Mile, Check Post, Sevoke Road, Siliguri – 8**. The partners mutually agreeing may open/close branch (es) and shift the principal place of business from time to time.

3. BUSINESS:

THAT the principal business of the firm shall be Real Estate Consultancy and/or such other business/es as may be decide by the Partners from time to time. The Partners may by mutual consent discontinue one line of business and may also start the new line of business/es.

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4. CAPITAL AND FUND:

i. THAT the capital of the partnership business for the day to day business shall be contributed by the **ALL** the partners of the firm mentioned herein above, as and when necessary and shall consist of the sum standing to the credit of partners in their respective ledger accounts from time to time.

ii. THAT the parties hereto may by mutual consent, raise loans from any bank(s), 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 business.

5. ACCOUNTS:

i. THAT the accounts of the firm shall be adjusted annually on 31st 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.

ii. THAT the books of account, if any, together with all other papers and documents shall be kept at the place or places of business of the firm and all the partners shall be at reasonable time be entitled to inspect or take copies or extracts thereof.

6. BANK ACCOUNTS:

THAT the Bank Account or Accounts in the name of the Firm shall be opened with such Bank or Banks as may be mutually settled by the partners & such bank account or accounts shall be operated by **either one of the partners** or as may be mutually settled by the partners from time to time

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7. PROFIT & LOSS OF THE FIRM:

THAT the profit or loss determined at the end of every year, interval or period, as the case may be, shall belong to and be borne by all the parties in the following ratio:

FIRST PARTY	YOGESH MITTAL	25%
SECOND PARTY	RISHI MITRUKA	25%
THIRD PARTY	NIKITA AGARWAL	25%
FOURTH PARTY	SHRUTI MITRUKA	25%
TOTAL		100.00%

8. DRAWINGS OF PARTNERS:

THAT each partner shall be entitled to withdraw money for personal expenses, which shall be debited, to his ledger account and duly accounted for.

9. REMUNERATION / INTEREST TO PARTNERS:

- INTEREST TO PARTNERS: 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.

Yogesh Mittal

Rishi

Nikita Agarwal

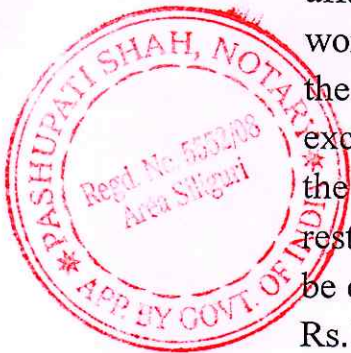
Shruti Mitruka

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- ii. REMUNERATION & STATUS OF THE PARTNERS: THAT all the partners shall be the working partners of the firm, who have agreed to keep themselves actively engaged in conducting the affairs of the business of the firm and mutually manage the working of the firm and are entitled for remuneration. However if the total remuneration payable to the above working partners exceeds the maximum remuneration computed in accordance with the provisions of Section 40 (b), the total remuneration shall be restricted to the maximum remuneration so computed which will be computed in the multiples of Rs.100/- and any excess of the last Rs.100/- shall be ignored while determining the maximum amount so payable and the amount so computed shall be apportioned amongst the working partners in the proportion in which they were entitled to get remuneration. The remuneration payable to the working partners shall be credited to their respective accounts at the close of the accounting period when final accounts of the partnership firm are made up and the amount of remuneration shall fall due to them on determining the same in the manner referred to hereinbefore.



10.

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a) That either of the all partners individually, is hereby authorized to execute all deeds in respect of any immovable or moveable property or properties belonging to the partnership firm and the same shall be binding on all the partners of the firm.

b) That either of the all partners individually, is hereby authorized to employ, dismiss, degrade or promote any employee or the agent of the Firm.

Nikhil Gaurav.

Shruti Mitruka

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c) That either of the all partners individually, is hereby authorized to represent the firm before the Export and Import Authorities, Sales Tax, Income Tax Authorities and any other Central Government(s) and semi Government(s) 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. Semi Govt. or other Department and / or Private party and to give valid receipt thereof.

d) That either of the all partners individually, is hereby authorized to apply for tender papers/documents, to sign and submit them, to negotiate/settle rates, to receive payments in any form and to do all incidental matters in connection with above with any central Govt., State Govt., or Semi Govt. or any other authority and / or private party on firm's behalf.

ii) THAT the partners shall be just and faithful to each other and shall work for the best interest of the partnership business.

iii) THAT each partner shall punctually pay and discharge his separate debts and liabilities and shall keep the firm and its properties effectively indemnified against the same.

iv) 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.

v) THAT no partner without the mutual consent of all partners shall:

a) Enter into any bond or become bail or surety or security with or for any person or do knowingly cause or suffer to be done anything whereby the

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[Handwritten signature]

Nikita Agarwal.

Shruti Mitraka

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partnership property of any part thereof may be seized, attached or entered or taken into execution.

b) To compromise or settle any debt due to the partnership and grant discharge thereof.

c) To submit any dispute relating to the business of the firm to arbitration.

d) To admit any liability in a suit or proceeding against the firm.

11. RETIREMENT / DISSOLUTION:

i) THAT none of the partners shall be entitled to dissolve the partnership but if he chooses, he may retire from the partnership by giving a notice in writing to the other partner of his intention to do so. In that event the other partner 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 him. The retiring partner shall execute all such deeds and assurance as may be necessary to close the continuing partnership to carry out the engagements of the firm.

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

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. In case the legal heir(s) is not so willing to join the firm, the surviving partner shall be entitled to carry on the business of the partnership by reconstituting the firm in any manner he/she likes.

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Nikhil Gargwal.

Shruti Mitraka

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[Handwritten signature]
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12.ADMISSION OF PARTNERS:

That the **THIRD AND THE FORTH PARTY**, namely Mrs **NIKITA AGARWAL** and Mrs **SHRUTI MITRUKA**, has been admitted as new partner in the firm on this day of execution of admission deed, and upon the terms and condition mentioned in the partnership deed of admission cum retirement.

13. 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 WITNESSESS WHEREOF THE PARTIES HERETO HAVE SIGNED THESE PRESENTS THIS DAY, MONTH & YEAR FIRST ABOVE MENTIONED.

WITNESSES:

✓ 1. NAME:

ADDRESS:

Yogesh Mittal
FIRST PARTY (YOGESH MITTAL)

Rishi
SECOND PARTY (RISHI MITRUKA)

✓ 2. NAME:

ADDRESS:

Nikita Agarwal -
THIRD PARTY (NIKITA AGARWAL)

Shruti Mitruka
FORTH PARTY (SHRUTI MITRUKA)

Solemnly Affirmed & Declared
Before me on Identification
2011.04/04
Pashupati Shah
NOTARY, SILIGURI

Identified by me
Nikhil Shah
2011.04/04