# Ratan Kumar Bagchi NOTARY

GOVT, OF INDIA



★ Professional Address: Room No. -3, Bar Association Siliguri Court, Ph.: 0353-24305091

\* Chamber Cum Residence : Raja Ram Mohan Roy Road (1st Lane) Hakimpara (Beside Rajdoot Club) Siliguri, Dist. Darjeeling, W.B.

\* Residence : "BAGCHI BARI" Himachal Sarani, Haiderpara Near Brahmakumaries Siliguri, Dist. Jalpaiguri, W.B. Cell: 094340-87175, 094342-35044

Date 23.03.18,

Serial No. .....

## **Notarial Certificate**

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

TO ALL WHOM THESE PRESENTS shall come I, Sri Ratan Kumar Bagchi, 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 Mr./Mrs/Miss. 1000 Chee. 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' is the:

PARTNERSHIP DEED

PRIMA FACIE the annexed instrument 'A'appears to be the usual procedure to serve and avail as needs or occasions 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 the office at Siliguri on this the

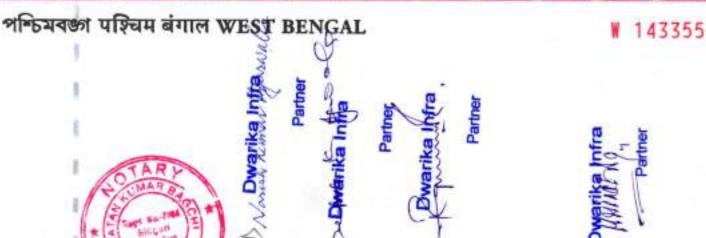
RATAN KUMAR BAGCHI Govt. of India NOTARY

P. Sifiguri, Dist. Darjeeling

The Executant's is are identified by me:







PARTNERSHIP DEED



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THIS DEED OF PARTNERSHIP IS MADE ON THIS THE 23rd
DAY OF March, 2018 (TWO THOUSAND EIGHTEEN)

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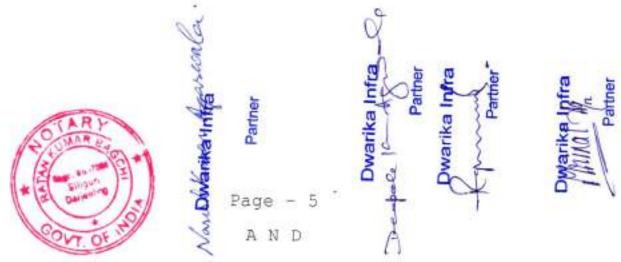
SHRI NARESH KUMAR AGARWAL (PAN No-ACGPA7787G) Son of Late Keshoram Agarwala, Hindu by religion, Indian by Nationality, Business by occupation, resident of Cigrate Company Compound, S.F. Road, P.O & P.S Siliguri in the District of Darjeeling --- hereinafter called FIRST PARTY (which expression shall mean and include unless excluded by or repugnant to the context his heirs executors, successors, administrators, representatives and assigns) of the FIRST PART.

#### AND

SHRI DEEPAK KUMAR AGARWAL (PAN No- ACZPA4957D) Son of Late Shyam Sundar Agarwal, Hindu by religion, Indian by Nationality, Business by occupation, resident of Mahabirsthan, Siliguri Town, Siliguri, P.O & P.S Siliguri in the District of Darjeeling --- hereinafter called the SECOND PARTY (which expression shall mean and include unless excluded by or repugnant to the context his executors, successors, administrators, legal heirs, representatives and assigns) party of the SECOND PART.

#### AND

SHRI RAJESH KUMAR RUSTAGI (PAN No- ACGPR6118L) Son of Sri Kartar Chand Rustagi, Hindu by religion, Indian by Nationality, Business by occupation, resident of Vidyasagar Pally, Ward No-7, Khalpara, Siliguri, P.O & P.S Siliguri in the District of Darjeeling --- hereinafter called the THIRD PARTY (which expression shall mean and include unless excluded by or repugnant to the context his executors, successors, administrators, legal heirs, representatives and assigns) party of the THIRD PART.



SHRI MRINAL AGARWAL (PAN No-AKSPA1033F) Son of Shri Naresh Kumar Agarwal, Hindu by religion, Indian by Nationality, Business by occupation, resident of Cigrate Company Compound, S.F. Road, P.O & P.S Siliguri in the District of Darjeeling --- hereinafter called the FOURTH PARTY (which expression shall mean and include unless excluded by or repugnant to the context his executors, successors, administrators, legal heirs, representatives and assigns) party of the FOURTH PART.

#### AND

WHEREAS the above named parties hereto of the First, Second, Third And Fourth Parts have mutually decided to constitute a partnership Firm under the name and style "M/S DWARIKA INFRA" for carrying on Business.

WHEREAS the said parties in order to avoid future disputes, differences and misunderstanding, it has been deemed, expedient by the parties hereto to reduce the terms and conditions of their partnership in writing.

## NOW THIS DEED OF PARTNERSHIP WITNESSETH AS UNDER:

#### 1.NAME OF THE FIRM:

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THAT the name and style of the Partnership business shall be "M/S DWARIKA INFRA".

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2. COMMENCEMENT, DURATION AND OFFICE:

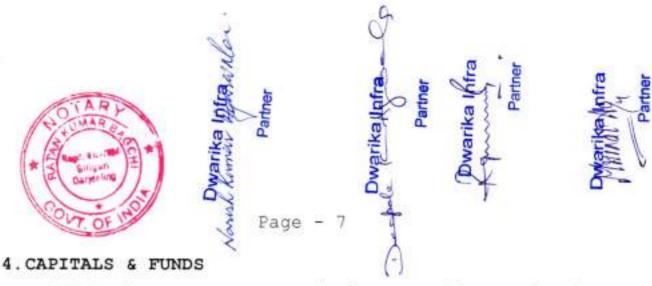
- a) THAT the partnership business will be deemed to have commenced with effect from 2nd Day of April, 2018.
- b) THAT the Partnership shall be one "AT WILL".
- c) THAT the principal place of the Business of Partnership shall be at Platinum Square, S.F. Road, Siliguri. The partners mutually agreed may open/close other Business and may mutually agreeing shift the principal place of the partnership business from time to time.

#### 3. BUSINESS

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THAT the business of the partnership shall be of purchase of any land, plot(s) of land immovable property or any right or interest singly or jointly or in therein either Partnership with any person(s) or Body corporate or partnership Firm and to develop and construct thereon residential, commercial complex complex(es) either singly or jointly in partnership as aforesaid, comprising offices for sale or self use or for earning rental income thereon by letting out individual units comprised in such building(s).

The firm shall also be entitled to embark upon all other business as the partner may decide from time to time.



THAT the necessary capital as well as further funds/stock/goods required for the purpose of the partnership business shall be contributed /arranged by all the partner either in their Profit Sharing Ratio or as may be mutually decided by them.

#### REMUNERATION TO THE PARTNERS

That the remuneration of the working partner will be decided by partners from time to time but in no case it shall exceed the maximum unit which has been prescribed in the Income Tax Act Rules.

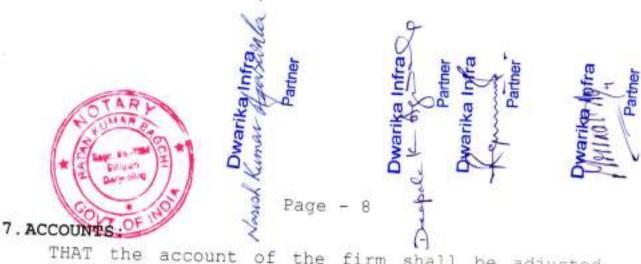
a. On the first Rs. 3,00,000/- of the book profit at the rate 90% (Ninety Percent) of book profit.

b. On the balance of the book profit = 60 \( \) (Sixty percent) of the book profit.

#### 6. INTEREST TO THE PARTNERS

Amount so contributed by the Partners towards capital shall carry interest at the rate 12 % or to be decided by partners from time to time.

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THAT the account of the firm shall be adjusted annually on 31<sup>st</sup> day of March every year or any other interval or period when the Profit and Loss, as the case may be ascertained and divided amongst the partners according to their share mentioned elsewhere in this deed.

THAT the books of account together with all other papers and documents shall be kept at place of Business of the firm and maintained by all the Partners.

#### 8. BANK ACCOUNT:

THAT the Bank Account or accounts of the partnership business shall be opened with any Bank/s and such account or accounts shall be operated by any two Partners hereto or any person authorized by all the partners in writing.

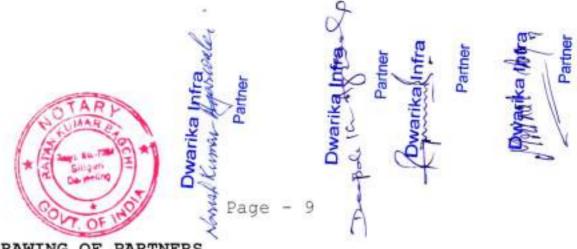
## 9. PROFIT / LOSS OF THE FIRM

THAT the net profit and loss of the Partnership Firm as per account maintained by the firm after deducting all expenses relating to business of the partnership shall be divided and distributed among the partners in the ratio as mentioned below at the close of the accounting year.

- 1. SHRI NARESH KUMAR AGARWAL (FIRST PARTY) -- 25%
- 2. SHRI DEEPAK KUMAR AGARWAL (SECOND PARTY) -- 25%
- 3. SHRI RAJESH KUMAR RUSTAGI (THIRD PARTY) -- 25%
- 4. SHRI MRINAL AGARWAL

(FOURTH PARTY) -- 25%

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#### DRAWING OF PARTNERS

THAT the partners shall be entitled to withdraw money for their personal necessity with the prior consent of the other partner/s and such sum be debited to their personal account and duly account for. In no case withdrawal money exceeds his capital.

#### 11. STATUS AND POSITION OF PARTNERS:

All the Individual partners shall be the working partner of the firm and shall be entitled to take all decision for and on behalf of the Business firm.

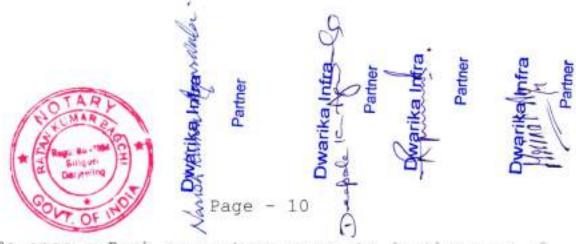
### 12. RIGHT CLAUSE / FORBIDDEN CLAUSE:

THAT WORKING partners shall be entitled:

- 1. THAT any two partners or any one partner authorized by all the partners in writing can execute and do all acts and deeds on behalf of the Partnership and bind the other partner(s) in all matters relating to the partners including without limitation, the following acts :-
- a. To receive and to give receipts and moneys and to adjust and settle accounts relating to the Partnership and compound debts due to the Partnership;
- b. To grant and execute Power or Powers of Attorney in favour of any person or persons and to revoke such Power or Powers of Attorney as and when necessary;

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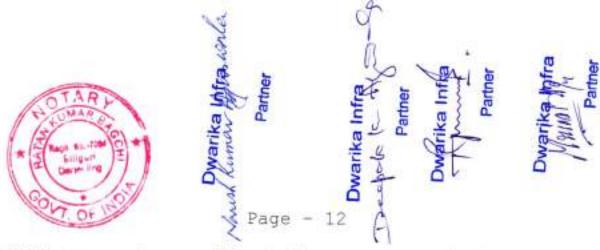


- c.To open a Bank account or accounts in the name of the firm with such bank or Banks as may be settled by the parties hereto and the Bank accounts or accounts shall be operated under the signature of any one of the parties hereto or any person authorized by them.;
- d.To ask, demand, sue for, recover and receive whether in cash, cheque or any other mode from any Government Department, Private Establishment, local authority or individuals all moneys due, articles and things which shall become due, owing or payable to or recoverable to the firm and to give an effectual receipt or discharge for the same;
- e.To apply for all kinds of licensees and secure them and also to apply for quota, rights and registrations and for that purpose to appear before authorities appointed for the same and to sign all papers in this connection;
- f. To appear and represent the firm before the Commercial Tax, Income Tax, Customs, Food & Civil Supplies, Directorate of Cottage and Small Scale Industries, Municipalities 5 Panchayats, Inspector of Factories, Provident & Other Labour authorities and all other Government Departments whether original or appeals and also to appear in any court or Tribunal in connection with any suit or proceedings whether Civil or Criminal in which the firm is interested and to sign all papers, documents , applications, bonds, exurns etc. in connection with the said matters; Cont.....P/11

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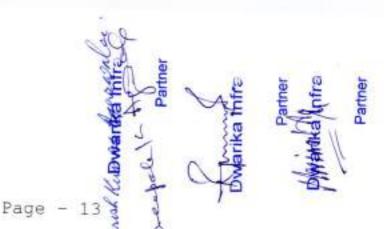


- g.To submit any dispute relating to the firm or the business of the firm to arbitration;
- h.To sign and submit documents with Reserve Bank of India, Customs, Port, Small Industries Department, Food & Supplies Department and other authorities including without limitation the Export & Import authorities in connection with the formalities regarding setting up of any industry and / or for management and running thereof and/ or for exports and for claiming incentives & claims / subsidies/ licenses in respect of the business of the said firm and to receive claims and subsides & incentives on behalf of the firm;
- i.To submit tenders on behalf of the firm, to apply and obtain tender & contract forms, to negotiate and finalize contracts whether against tender or otherwise with any person, department, Government or otherwise.
- j. To act on behalf of firm generally.
- Each partner shall render true accounts and full information of all things affecting the Partnership to any partner or his legal representatives.
- 3. Every partner shall indemnify the Partnership and the other existing partner for any loss caused to it by his fraud in the conduct of the business of the Partnership.



- 4. THAT no partner without the consent of the other working partner shall:
  - a. Employ any money, goods or effects of the Partnership or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the Partnership.
  - b. Lend money or give credit on behalf of the Partnership or to have any dealings with any persons, company or firm whom the other partner previously in writing have forbidden it to trust or deal with. Any loss incurred through any breach of provisions shall be made good with the Partnership by the partner incurring the same.
  - c. Assign, mortgage or charge his or her "share" in the Partnership or any asset or property thereof or make any other person a partner therein.
  - d. Compromise or compound or (except upon payment in full) release or discharge any debt due to the Partnership except upon the written consent given by the other partner.





13. RETIREMENT / DISSOLUTION:

THAT if any party is willing to retire from the firm, he may do so by giving one calendar month's previous notice in writing to other partner/s and in such event the remaining partner/s may either carry on the business as proprietorship or reconstitute the firm in any manner they like.

THAT the firm shall not be dissolved in case of the death of any partner but the same shall be carried on by reconstitution of the firm by admitting the legal heir's of the deceased partner in his place or in any manner they like.

#### 14. OTHER GENERAL CLAUSE:

- 1. THAT any clauses as referred to herein above may be altered and amended with the mutual consent of the partners.
- 2. THAT in case of any disputes, doubts or differences arising between the partners during the continuance of the partnership afterwards regarding business or interpretation of the contents of instruments of the partnership or regarding any matter or transactions creating to the partnership business, it shall be refer to Arbitration and Judgement/award of Arbitration and /or umpire and the award / judgement of the Arbitrator /umpire shall be binding on the parties hereto.

THAT the provisions of the Indian partnership Act, as it stands amended, revised, modified from time to time so far as they are applicable govern this partnership subject express conditions in this presents.

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3. THAT all disputes & matters relating to this firm shall be subject to the jurisdiction at SILIGURI only.

IN WITNESS WHEREOF ALL THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED. WITNESSESS:

1. Gantam Aganion SIO LT R.D. Agancoal Seth Svilal Market Sillanti

SHRI NARESH KUMAR AGARWAL

SHRI DEEPAK KUMAR AGARWAL

SECOND PARTY

Dwarika Infra

SHRI RAJESH KUMAR RUSTAGI

THIRD PARTY

Dwarika Infra

SHRI MRINAL AGARWAL

FOURTH PARTY

PREPARED & IDENTIFIED BY ME CA ROHIT AGARWAL Mem-303266

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