



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL



1. *[Signature]*
2. *[Signature]*
3. *[Signature]*
4. *[Signature]*

AR 805482

DEED OF PARTNERSHIP

This Deed of Retirement is made on the
1st Day of January 2024.

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KISHOR KUMAR LOHIA
[Signature]
ADVOCATE
(Enrollment No. 453/443/93)

[Signature]
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

AF 876376

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This deed of retirement is a continuation of their last deed executed on 1st day of September 2019.

1. MD. TASLIM, S/O ABDUL MAJID, Muslim by religion, by profession business permanently residing at 26, Tapsia Road, P.O. & P.S. Tiljala, Dist. South 24 Parganas (WB), Pin-700039, (hereinafter referred to as the First Party or party of the First Part, which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, successors, legal representatives or assigns) of the FIRST PART / THE CONTINUING PARTNER.

AND

2. MD. SOYAB ALI, S/O LATE MOHAMMAD ALI, Muslim by religion, by profession business permanently residing at Main Road, Upper Bagdogra, P.O. & P.S. Bagdogra, Dist. Darjeeling (WB), Pin-734014, (hereinafter referred to as the Second Party or party of the Second Part, which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, successors, legal representatives or assigns) of the SECOND PART / THE CONTINUING PARTNER.

AND

KISHOR KUMAR LOHIA
K. Lohia
ADVOCATE
(Enrollment No. 453/443/93)

Nabendu Narayan Dutta
Notary Govt. of India
Siliguri, Darjeeling

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1. 10/9/2019
2. 5070501
4. Shikanta Borden 3 Jawahar Ar

3. MD. SAURAB ALI, S/O LATE MOHAMMAD ALI, Muslim by religion, by profession business permanently residing at Main Road, Upper Bagdogra, P.O. & P.S. Bagdogra, Dist. Darjeeling (WB), Pin-734014, (hereinafter referred to as the Third Party or party of the Third Part, which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, successors, legal representatives or assigns) of the THIRD PART / THE CONTINUING PARTNER.

AND

4. SHIBABRATA BARDHAN, S/O SUSHIL CHANDRA BARDHAN, Hindu by religion, by profession business permanently residing at Vivekananda Pally, Upper Bagdogra, P.O. & P.S. Bagdogra, Dist. Darjeeling (WB), Pin-734014, (hereinafter referred to as the Fourth Party or party of the Fourth Part, which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, successors, legal representatives or assigns) of the FOURTH PART / THE RETIRING PARTNER

AND

Whereas the parties of First Part, Second Part, Third Part and Fourth Part have been conducting business of developed Property and constructing Residential cum Commercial Flat or any other business as may be mutually decided by the partners from time to time in partnership under the name and style of "M/S DISHA CONSTRUCTIONS" at Upper Bagdogra, Bagdogra, Dist. Darjeeling (WB) Pin-734014 under the deed of Partnership dated 1st September 2019.

Now the party of the Fourth Part have decided to retire from the firm and the continuing partner has decided to running the reconstituted firm as per the terms and conditions in writing on the basis of partnership w.e.f. **01.01.2024** by means of clauses witnessed as under: -

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KISHOR KUMAR LOHIA
Kishor
ADVOCATE
(Enrollment No. 453/443/93)

Nabendu Narayan Dutta
Notary Govt. of India
Siliguri, Darjeeling

1. M. Saurab Ali
2. Saurab Ali
3. Saurab Ali
4. Shibabrata Bardhan



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1. That the partnership business shall be carried on under the existing name and style of "M/S DISHA CONSTRUCTIONS" at Upper Bagdogra, Bagdogra, Dist. Darjeeling (WB) Pin-734014 or under such other name or names and/or at such other place or places as the partners may agree upon.
2. That the partnership business shall be the same i.e. developed Property and constructing Residential cum Commercial Flat or such other business or businesses as the partners may agree upon.
3. The Retiring Partner hereby assigns and transfers all his share, right, title and interest in the said partnership business together with all the assets including goodwill and all outstanding, benefits of all permits and licenses held by the Firm to be paid by the Continuing Partner to the Retiring Partner on the execution of these presents (receipt whereof the Retiring Partner doth hereby admit) to hold the same.
4. The Retiring Partner releases all his rights and claims to and in the said Firm and its assets of all kinds.
5. The Retiring Partner (Fourth Partner) is not liable in any matters/liabilities prior to 31st December'2023, like advances from parties for booking of shop, Flat or any part of building, creditors of goods supplied/on expenses account, or any sum which are claimed/refund for cancellation of bookings & any other type of un taxes arises after his retirement.
6. The Continuing Partner agree to indemnify and keep indemnified the Retiring Partner against all loss, costs, charges and expenses that the Retiring Partner may suffer or incur on account of any claim being made against him as a Partner of the said firm.

1. Mr. T. S. Datta
2. Sojabati
3. Sanku Ar
4. Shikabrita Barik



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KISHOR KUMAR LOHIA
ADVOCATE
(Enrollment No. 453/443/93)
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Notary Govt. of India
Siliguri, Darjeeling

7. The said Partnership between the Continuing Partner will continue hereafter on the same terms and conditions as are contained in the said Deed of Partnership.

8. That capital required for the purpose of partnership business shall be contributed or arranged by the partners in such manner as may be mutually agreed upon by and amongst the partners from time to time.

Simple interest @12% per annum prescribed under section 40 (b) (iv) of I.T. act,1961 or any other applicable provisions as may be in force in the Income Tax assessment of the Partnership firm for the relevant accounting period shall be payable to the partners on the amount standing to the credit of the capital account of partners. Such interest shall be calculated and credited to the account of each partner up to the date of continuance of partnership or at the close of the accounting year.

However, in case of loss or lower income, rate of interest can be lower than 12% per annum or NIL as may be agreed upon by and the partners from time to time.

9. (i) That all the parties will be working partners and they will keep themselves actively engaged in conducting the affairs of the business of the firm and each of them shall be entitled to remuneration/salary mutually agreed upon by and amongst the partners hereto. Such remuneration/salary shall be calculated at the close of accounting year or up to date of continuance of partnership.

(ii) That in case of loss or inadequate profit, no remuneration/salary shall be payable to working partners. The partners shall be entitled to increase or reduce the above remuneration/salary as may be agreed upon by and amongst them from time to time.



1. *[Signature]*
2. Sojob Ali
3. Saubh Ar
4. Shibabir Bardean

KISHOR KUMAR LOHIA

[Signature]
ADVOCATE
(Enrollment No. 453/443/93)

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[Signature]
Nabendu Narayan Dutta
Notary Govt. of India
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10. That all the expenses relating to the payment of interest, remuneration/salary paid or credited to the partners, shall be debited to Profit & Loss account of the firm.
11. That partners may by mutual consent make withdrawals from time to time for their personal means which shall be adjusted against their respective interest on capital, remuneration/salary, share of profit and in event of their withdrawals exceeding above, shall be adjusted against capital.
12. That the proper and regular books of accounts shall be maintained and kept at the place of business and all the above continuing partners have right to inspect and to take extract of the same.
13. That final accounts shall be prepared up to date of continuance of partnership or at the end of financial year i.e 31st day of March every year. Net profit of the partnership firm as per accounts maintained by the firm after deducting all expenses relating to manufacturing, Trading, export, import activities and/or business of the partnership including rent, salaries and other establishment expenses as well as interest and remuneration/salary payable to the partners in accordance with above clauses of the Deed of Partnership Agreement, shall be distributed amongst the partners' equal proportion.

That in case of loss, it will be carried forward by the firm. If mutually agreed, it will be apportioned amongst the above partner's equal proportion.



KISHOR KUMAR LOHIA

Kishor Kumar Lohia
ADVOCATE
(Enrollment No. 453/443/93)

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Siliguri, Darjeeling

2. Sojob
3. Sawm
4. Shikabata Barhara

14. That no partner shall mortgage, pledge, transfer sale or create any charges on his share in the partnership business
15. That old Bank account/accounts of the firm shall be continued and/or new Bank account/accounts shall be opened with any Bank or Banks in the name of the firm and the same shall be operated by the continuing partners mutually settled.
16. That the duration of the partnership shall be AT WILL.
17. That the partners with their mutual consent and on such terms and conditions they agreed upon, shall take any new partner/partners in the said partnership business.
18. That if any of the partners hereto desirous of retiring from the partnership firm, he shall be competent to do so. Provided that he shall give at least one calendar months' notice to the other partners informing them, of his intention to do so.
19. That notwithstanding anything contained in the Indian Partnership Act. It is hereby mutually agreed to by and amongst the partners that in case of retirement or Death of any one of the partners, business of the firm shall be continued by the remaining/surviving partners.



KISHOR KUMAR LOHIA

Kishor Kumar Lohia
ADVOCATE
(Enrollment No. 453/443/93)

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Siliguri, Darjeeling

2. Soyab Ali I Mr. Tahir
3. Saubh An
4. Shibabrata Borah

If agreed heir, successor, survivor of deceased partner, as may be so desire, will be admitted as partner on the same terms and conditions as may be agreed to by and amongst them from time to time. It is hereby further clarified that it shall be deemed as change in constitution not succession.

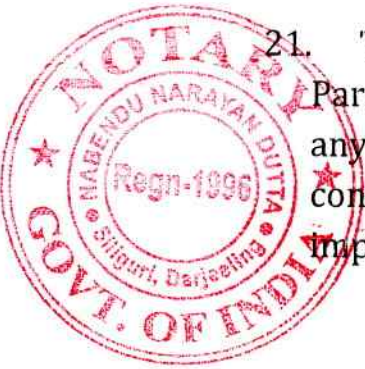
20. That any of the partners hereto shall be competent on behalf and for firm to act for all and to sign and verify all Papers, Documents, Statements, Sales Tax/Vat Returns, Income tax Returns, Appeals, Revisions, Petitions etc, and to appear for and represent the firm in connection with or relating to the firm's business in all Government and Semi Government Departments, Judicial Courts etc. as deemed necessary, but compromises with third parties will be made ordinarily with the consent of all the parties hereto

21. That all or any of the terms and conditions of this Deed of Partnership Agreement may be modified, altered or varied and any new terms and conditions may be added to by the mutual consent of the parties hereto, to be expressed either in writing or implied from conduct.

22. That the Indian Partnership Act applied to the Partnership.

23. That all the matter of disputes, differences and/or misunderstandings shall be referred to Arbitration subject to the provisions of Arbitration Law in force from time to time.

1. Mr. T. S. Ghosh
2. Sojob A. I.
3. Saurabh A.
4. Shibabrata Bandyopadhyay



KISHOR KUMAR LOHIA

[Signature]
ADVOCATE

(Enrollment No. 453/443/93)

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

Whereas all the above parties hereby set their hands after going through all the terms and conditions of this Deed of Partnership Agreement and after understanding the same in their full senses and sound mind without any sort of pressure and obligation.

WITNESSES: -

1. Andrea Kurketa.....
S/O Camil Kurketa
vill. Singhia Thora T.E.
P.O. Bagdogra, Darjiling
(W.B)
2.
Bablu Borm.
Lt. Kadi das. Borm.
Batalbari, Bagdogra,
Darjiling, W.B. - 734014



KISHOR KUMAR LOHIA

ADVOCATE
(Enrollment No. 453/443/93)

Signature of the Executants: -

- ✓ Mr. Toshin -
.....
(FIRSTPART/CONTINUING PARTNER)
- ✓ Soyab Ali
.....
(SECOND PART/CONTINUING PARTNER)
- ✓ Saurab An
.....
(THIRD PART/CONTINUING PARTNER)
- ✓ Shibabrata Bandham
.....
(FOURTH PART/RETIRING PARTNER)


Narendu Narayan Dutta
Notary Govt. of India
Siliguri, Darjeeling