

Ratan Kumar Bagchi

NOTARY  
GOVT. OF INDIA

(7)



(7)

- ★ **Professional Address :**  
Room No. - 3, Bar Association.  
Siliguri Court
- ★ **Chamber Cub Residence :**  
Raja Ram Mohan Roy Road (1st Lane)  
Hakimpara (Beside Rajdoot Club)  
Siliguri, Dist. Darjeeling, W.B.
- ★ **Residence :**  
"BAGCHI BARI"  
Himachal Sarani, Haidarpara  
Near Brahmakumaries  
Siliguri, Dist. Jalpaiguri, W.B.  
Cell : 094340-87175, 094342-35044

Date.....

Serial No. ....

## Notarial Certificate

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

TO ALL TO 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 *Debarish Das* 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 :

DEED OF ADMISSION AND RECONSTITUTION  
OF  
PARTNERSHIP OF "BASUN DHARA"

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.

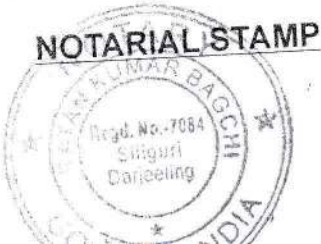
In faith and testimony where of being required of a Notary, I, the said Notary do hereby subscribe my hand and affix my seal of the office at Siliguri on this the *05th* day of *July* the year of Christ 201*7*.

05 JUL 2017  
RATAN KUMAR BAGCHI  
NOTARY

Siliguri, Dist. Darjeeling.

The Executant /s is / are identified by me :

*Debarish Das*  
Advocate





পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

W 891497



*Prasenjit Paul*

*Dipankar Saha*

*Anurag Saha*

*Subhas Chandra*

*Uttam Saha*

: 1 :

**DEED OF ADMISSION AND RECONSTITUTION OF  
PARTNERSHIP  
OF  
"BASUNDHARA"**

K. Bagchi  
NOTARY  
Govt. of India  
No. 7084



भारतीय गैर न्यायिक

भारत

पचास

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FIFTY  
RUPEES

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INDIA NON JUDICIAL

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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL



Prasmita Paul.

Dipankar Saha

Arup Saha

Subhas Chandra

Uttam Saha

: 2 :

THIS DEED OF RECONSTITUTION OF PARTNERSHIP IN MADE ON THIS THE  
65<sup>th</sup> OF JULY, TWO THOUSAND SEVENTEEN, AT SILIGURI

BETWEEN

Notary  
ARY

Prasenjit Paul,

Dipankar Saha

Prasenjit Saha

Sudhas Chandra

Uttam Saha

: 3 :

(1) **SRI PRASENJIT PAUL**, Son of Late Parimal Paul, Hindu by religion, Business by occupation, Residing at Niranjan Nagar Colony, (Near Ghogomali High School and Water Tank), Siliguri, P.O. Rabindra Sarani, P.S. Bhaktinagar, Dist. Jalpaiguri, Pin-734006- hereinafter referred to as the "**FIRST PARTY**" (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, representatives, administrators and assigns) of the "**ONE PART**"

AND

(2) **SRI DIPANKAR SAHA**, Son of Sri Shankar Saha, Hindu by religion, Business by occupation, residing at Rabindra Nagar, P.O. Rabindra Sarani, P.S. Siliguri, Dist. Darjeeling, Pin-734006- hereinafter called the "**SECOND PARTY**" (which expression shall mean and include his heirs, executors, administrators, legal representatives and assigns) of the of the **SECOND PART**.

AND

(3) **SRI PRASENJIT SAHA**, Son of Late Paresh Chandra Saha, Hindu by religion, Business by occupation, Residing at Rabindra Nagar, P.O. Rabindra Sarani, P.S. Siliguri, Dist. Darjeeling - 734006 - hereinafter called the "**THIRD PARTY**" (which expression shall mean and include his heirs, executors, administrators, legal representatives and assigns) of the of the **THIRD PART**.

AND

NOTARY  
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Prasenjit Paul.

Dipankar Saha

Prasenjit Saha

Subhas Ghorai

Uttam Saha

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(4) **SRI SUBHASH GHORAI**, Son of Late Rashbehari Ghorai, Hindu by religion, Business by occupation, residing at Sukantanagar, Siliguri, P.O. Rabindra Sarani, P.S. Bhaktinagar, Dist. Jalpaiguri -734006 -hereinafter called the "**FOURTH PARTY**" (which expression shall mean and include his heirs, executors, administrators, legal representatives and assigns) of the of the **FOURTH PART.**

AND

(5) **SRI UTTAM SAHA**, Son of Sri Gour Chandra Saha, Hindu by religion, Business by occupation, residing at Ghooghoomali High School Road, Ward No. 37, P.O Ghooghomali, P.S. Bhaktinagar, District- Jalpaiguri - -734006 -hereinafter called the "**FIFTH PARTY**" (which expression shall mean and include his heirs, executors, administrators, legal representatives and assigns) of the of the **FIFTH PART.**

WHEREAS the Party of the First, Second, Third and Fourth Part hereof namely **SRI PRASENJIT PAUL, SRI DIPANKAR SAHA, SRI PRASENJIT SAHA and SRI SUBHASH GHORAI**, have been carrying on Partnership Business of Construction, Development and all type of Contractory works of Government, Semi Government, S.M.C., S.J.DA, N.B.D.D Railway etc. any Distribution Business under name and style of "BASUNDHARA" a Government Registered Partnership Firm , being Registration No. L77939 dated 30.08.2013 from the office of Registrar of Firms , West Bengal under the Indian Partnership Act, 1932, (Act. IX of 1932)

**AND** WHEREAS the Party of the First, Second, Third and Fourth Part now jointly and collectively decided that due to financial support to the day to day business of the firm, they need a new partner in their firm. And they offered the party of the fifth part hereof namely **SRI UTTAM SAHA**, to join their firm.

Prasenjit Paul.

Prasenjit Paul

Prasenjit Paul

Zubhas Choudhary

Uttam Saha

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AND WHEREAS the Party of the Fifth Part hereof namely **SRI UTTAM SAHA** accepted the offer and intended to join and said the firm from 05.07.2017.

And Whereas to avoid future misunderstandings and unpleasantness it has been thought fit, necessary and advisable for the benefit of the parties to have a proper written and executed deed a reconstitution of Partnership containing all such terms and conditions already mutually agreed upon by the parties in relation to the said partnership business.

WHEREAS the aforesaid Parties have expressed their desire to reduce the terms of their Partnership in writing to avoid future disputes and differences

**NOW THIS INDENTURE WITNESSETH THAT** the aforesaid parties mutually with one another covenanted and agree to become partners and become partners of the said business upon and subject to the terms and conditions and stipulation expressed in the following articles:-

**1. NAME & STYLE AND ADDRESS OF THE FIRM :-**

The name and style of the firm shall be "**BASUNDHARA**", and principal office of the firm located at Niranjana Nagar Colony, (Near Ghoghomali High School and water Tank) , Siliguri, P.O Rabindra Sarani , P.S. Bhaktinagar, District Jalpaiguri, Pin -734006 and the branch office or offices can be opened at any places with mutual consent of the partners/parties.

**2. NATURE OF THE BUSINESS:**

That the Partnership firm/business will carry on business of Construction, Development and all type of Contractory works of Government , Semi Government , S.M.C., S.J.DA, N.B.D.D Railway etc. any Distribution Business and shall carry on other business as may be decided on



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Prasmit Paul

Prasmit Paul

Subhas Chandra

Uttam Saha

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### **3. DATE OF COMMENCEMENT:**

The date of commencement of the firm with its aforesaid business deemed to have commenced on and from 1<sup>st</sup> Day of April, 2013.

### **4. CONTINUANCE OF PARTNERSHIP:**

That the partnership shall be a partnership at "WILL; the parties abovenamed have become Partners/parties and shall continue to be the partners/partner to carry on business until the expiration of 6 (Six) English Calendar months notice in writing to determine the partnership left by one partner/party from the other is served at the registered Office of the firm or at the address given above and a copy thereof to Financial institutions/Banks by registered post which shall be deemed to have proper and sufficient service.

### **5. CAPITAL:**

(i) That the Capital firm shall be contributed by all the partners as may be required or as decided by the partners equally or in ratio.

(ii) Further capital of the firm/business like term loan, overdraft, cash credit Limit may be raised from any bank or banks or Financial Institution or reasonable term and conditions and on reasonable interest and partner/parties shall be entitled to take such loan . provided , if it is mutually agreed upon to themselves and the partners/parties shall be jointly and severally along with the first due payment of such loans and the partners/parties are also entitled to execute any Deed of agreement or Documents for this Purpose.

### **6. INTEREST ON CAPITAL:**

That all the partners by mutual consent shall received interest @12% p.a on their capital investment or as prescribed Under Section 40(b) of the of the Income Tax Act, 1961. Such interest would however not be allowed in the event of losses. If there is any debit balanced in the account of any partner, interest at the same rate shall be payable by that partner to the firm. However the partners by their mutual consent may add , amend , alter, modify, reduce, vary or

105 JUL 2011  
Sd/-  
Registrar  
Regd. No.-7034  
Siliguri, Darjeeling



Prasenjit Paul,

Prasenjit Saha

Prasenjit Saha

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Subhas Chandra,

Uttamsaha

### **7. SHARE OF PROFIT:**

That the profit and Losses of the partnership firm/business shall be distributed amongst the partners/parties equally.

### **8. DRAWINGS OF PARTNERS:**

That the partners shall be liberty to withdraw either monthly or otherwise out of the interest accrued/remuneration earned/profit accrued to such partners(s)

### **9. MANAGEMENT:**

That all the partners shall be liberty to withdraw either monthly or otherwise out of the interest accrued/remuneration earned/profit accrued to such partner(s).

That all the continuing partners except Sri Prasenjit Saha shall be working partners and they shall perform such duty from time to time as they mutually agree and each shall be entitled to remuneration at the rate of Rs.40,000/- (Rupees Forty Thousand Only) per month.

However in case of loss or inadequate income, the partners may by mutual consent decided not to pay any remuneration or pay remuneration at reduce rate. Such remuneration, through shall not exceed the limit prescribed under section 40(b) of the Income Tax Act.1961 as amended.

The above scale of remuneration and/or the method of calculation of remuneration may be changed at any time with mutual consent of the partners. Such remuneration shall be credited/paid to the partners at the end of each accounting year and the fact of credit/payment of remuneration as recorded in the books of account of the firm shall be deemed to be the mutual consent of the parties hereto.

(It has agreed by and among the partner that the term "Book Profit" shall have the same meaning

K. R. Bagchi  
NOTARY





Rajivjit Paul.

Dipankar Barua

Anurag-John

Subhas Chandra

Uttamacharya

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**10. OFFICE/SHOP PREMISES:**

That all rents , electric Charges etc. for the firm & space /premises for the business shall be borne by the firm.

**11. OTHER EXPENSES IF ANY:**

That all type of expenses and taxes , fees, electric expenses , telephone expenses , freight, travelling, fooding , labour, staff etc in the respect of business or firm and space premises or to its customers shall also be borne by the firm.

**12. ACCOUNTING YEAR OF ACCOUNTS:**

- i) The accounting year of the partnership firm/business shall be followed as English financial year i.e. starting from first day of April and ending with the 31<sup>st</sup> day of march of the succeeding year .
- ii) The firm shall maintained proper books of accounts and documents , securities , vouchers etc. and shall be kept in the principal office of the firm and shall be open for inspections by partners/parties or their duly authorized agent. That all type of expenses and taxes , fees, electric expenses , telephone expenses , freight, travelling, fooding , labour, staff etc in the respect of business or firm and space premises or to its customers shall also be borne by the firm.

**13. BANK ACCOUNT AND OPERATION:**

- i) That the bank account/accounts is in the name of the firm be opened in any of the Nationalized or private Bank or Banks at Siliguri be or place as the partners/party may from time to time to mutually agree upon.
- ii) ) That the bank account/accounts shall be operated by any of the two partners jointly. All the partners jointly may also authorize any designated person of their choice for operating such bank account of the aforesaid firm.

Notary  
Notary  
Notary



Prasmit Paul

*Prasmit Paul*

*Prasmit Paul*

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*Subhas Chandra*

*Uttam Chandra*

#### **14. ADMISSION OF NEW PARTNER/PARTNERS:**

Any partners may be admitted into the partnership as may be agreed upon by the parties hereto. On admission of partner, the partnership shall be reconstituted and the terms of such reconstituted partnership shall have to be made in writings.

#### **15. RETIREMENT:**

Any partner may be given six months clean notice in writing to the other partners in writing and immediately on such retirement accounts shall be finalized and share of the retiring partner in the assets of the partnership and the profits of the partnership shall be paid to him by the non-retiring partners within 11 (eleven) months from the date of his notice. No. retiring partner shall be entitled to carry on this business under the same & style and goodwill as sole proprietor or to carry on such partnership business admitting any person as partner.

#### **16. DEATH**

If any party dies, the other parties shall be entitled to carry on the business admitting the legal heirs of the deceased partner and in such event the said partnership business shall be continue in the same name and style and the said business will not be closed down. Immediately on such death of any party, full accounts shall be prepared and on fresh deed of partnership will be execute between the continuing /survived parties and any one legal heirs of the deceased partner and all other terms and conditions like share of profit & loss, investment will be the same.

#### **17. DISSOLUTION**

The Partnership is at WILL and it may be dissolved by the majority of the partners giving six months clear notice to the other party.

*Prasmit Paul*



Pranavil- Pawa

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### **18. DISPUTES & ARBITRATION**

That all the disputes and dis-agreement between the partners regarding any of the clause herein the General affairs of the business of the firm shall be settled by all the partners only, there cannot be any third party mediation for settled of disputes . In other case when any dispute cannot be settled, all the party can appoint an arbitrator according to provisions of Indian Arbitration Act.1940 or any statutory modification thereof.

### **19. AMENDMENTS OF DEED OF PARTNERSHIP:**

Any of the terms and conditions of this partnership deed may be varied altered, amend or substituted or added to the mutual consent of the partners/parties in writing.

### **20. MISCELLANEOUS:**

- i) All the workers , staff and employees shall be appointed , dismissed or terminated by mutual consent of the majority of the partner/parties.
- ii) No party alone shall mortgage or change his share in the properties of the firm.
- iii) To appoint any Auditors, Lawyers/Legal advisor or any power execute by mutual consent of all the partners.
- iv) All the Partners/parties shall faithfully, Sincerely and diligently discharge their duties and devote their effort for the betterment of the partnership firm/business and not to do any act hereby the partnership or its valuable securities asserts may be liable for any attachment, seizure or confiscation in any way.
- v) Any two of the partners/parties may appear/present before Govt. , Semi Govt. , S.M.C., S.J.DA, court of law, Registration Offices or before Income tax/Vat Authority if it is necessary for and on behalf of the firm and to sign/execute any sale deed , Development Agreement , all other documents /papers as may be necessary from time to time.
- vi) Notwithstanding any thing contained in these presents the provisions of partnership



: 11 :

IN WITNESS WHEREOF all the parties have put their hands the day and year first hereinabove written.

WITNESSES

1.

Rishmit Pawe.

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**FIRST PARTY**

*Dipankar Guha*

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**SECOND PARTY**

*Anusya Jaha*

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**THIRD PARTY**

*Subhas Chandrai*

2.

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**FOURTH PARTY**

*Uttamsaha*

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**FIFTH PARTY**

Drafted, readover and explained  
by me and printed in my office.

Ratan K. Bagchi  
NOTARY  
Govt. of India  
2024

*(Signature)*