

# Debasish Chakraborty Notary

(Appointed by Govt. of India)

Serial No. .... Dated ..... 20

Chamber  
Sushil Smaran, Opposite Employment  
Exchange, Haren Mukherjee Road,  
Word No. 12, Hakimpara, Siliguri  
Mobile : 9933157415  
9641760838, 7679883606

## NOTARIAL CERTIFICATE

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

To ALL TO WHOM THESE PRESENT shall come, I, Sri Debasish Chakraborty, 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 also by Sri / Smt. Prasenjit Das Choudhury 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

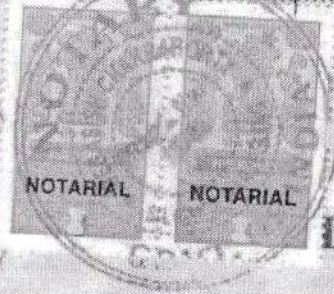
Original Deed of Partnership

**PRIMA FACIE** the annexed instrument 'A' appears to be usual procedure to save 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 16<sup>th</sup> day of Aug in the year 20 21



NOTARIAL STAMP



**Debasish Chakraborty**  
Notary Govt. of India

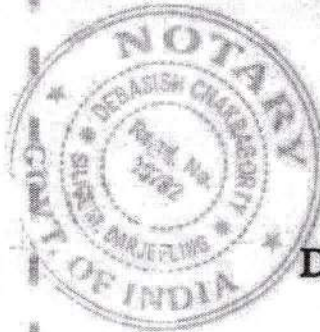
The executants is/are identified by me

Siliguri, West Bengal  
Res. No. 13792  
Prasenjit Das Choudhury  
Advocate



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AB 543261



SIDDHI VINAYAK CONSTRUCTION  
Partner

SIDDHI VINAYAK CONSTRUCTION  
Partner

## DEED OF PARTNERSHIP

OF  
SIDDHI VINAYAK CONSTRUCTION

Cont..P/2

*Debashish Chakraborty*  
Notary Govt. of India  
Siliguri, Darjeeling  
Regd. No. 18799 16 AUG 2021



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

AB 543262



SIDDHI VINAYAK CONSTRUCTION

*Subrata Sen*  
Partner

SIDDHI VINAYAK CONSTRUCTION

*Kanstar Sen*  
Partner

THIS INDENTURE OF PARTNERSHIP IS MADE ON THIS THE 12<sup>TH</sup> DAY OF AUGUST, 2021 AT SILIGURI.

Cont..P/3

*Debashish Chakraborty*  
Notary Govt. of India  
Siliguri, Darjeeling  
Regd. No. 13792

16 AUG 2021



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



SIDDHI VINAYAK CONSTRUCTION  
Partner

SIDDHI VINAYAK CONSTRUCTION  
Partner

AB 543263

BETWEEN

**SRI SUBRATA SARKAR**, son of Sri Bibhash Sarkar, Hindu by faith, Indian by Nationality, Business by occupation, resident of 39, Rash Behari Sarani, Hakimpara, P.O. & P.S. Siliguri, District Darjeeling, PIN 734001----- hereinafter called the **FIRST PARTY** (Which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, administrators, representatives and assigns) of the **FIRST PART**.

AND

**SRI KOUSTAV DEY**, son of Sri Ashok Kumar Dey, Hindu by faith, Indian by Nationality, Business by occupation, resident of 20, Gosthapaul Sarani, Hakimpara, P.O. & P.S. Siliguri, District Darjeeling, PIN 734001----- hereinafter called the **SECOND PARTY** (Which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

Debi Prasad Chatterjee  
Notary Govt. of India  
Siliguri, Darjeeling  
Regd. No. 13797

16 AUG 2021

WHEREAS above mentioned First and Second Parties namely Sri Subrata

Sarkar and Sri Kousav Dey have decided to carry on partnership business

of Land Development, Promoting and Construction Business any other

business as may be agreed by the partners under the name & style "SIDHDI

VINAYAK CONSTRUCTION".

AND WHEREAS to avoid future misunderstandings and unpleasantness it

has been thought fit, necessary and advisable for the benefit of parties to

have a proper written and executed Deed of Partnership containing all

such terms and conditions already mutually agreed upon by the parties in

relation to the said partnership business.

NOW THEREFORE, THIS DEED OF PARTNERSHIP WITNESSTH AND IT

IS HEREBY AGREED BY AND BETWEEN THE PARTIES.

FIRM NAME:-

That the name and style of the partnership will be "SIDHDI VINAYAK

CONSTRUCTION".

**COMMENCEMENT, DURATION AND OFFICE:-**

That this partnership will be effective on and from 12<sup>th</sup> Day of August, 2021.

That the partnership will not be dissolving voluntarily at the will of the

partners without prior written consent of the partners.

That the principle place of business / office will be situated at Holding No. 253/1/193, Ground Floor, Rash Bihari Sarani, Hakimpura, P.O. & P.S. Silihuri, District Darjeeling, PIN 734001, unless changed to some other place / places with the common consent of the partners mentioned hereinabove.

SIDDHI VINAYAK CONSTRUCTION  
Kousav Dey  
Partner

SIDDHI VINAYAK CONSTRUCTION  
Subrata Sarkar  
Partner



Deborah Ghosh  
Notary, Darjeeling  
Silihuri, Darjeeling  
Regd No. 13792

16 AUG 2021



SIDDHI VINAYAK CONSTRUCTION  
Subodh Sankar  
Partner

SIDDHI VINAYAK CONSTRUCTION  
Kamran  
Partner

**BUSINESS:-**

That main business of the firm will be Land Development, Promoting and Construction Business and any other businesses which are incidental to main business mentioned hereinabove.

**CAPITAL AND FUNDS:-**

That the capital of the partnership shall be the amount contributed by the partners as per requirement and further capital will be contributed by the partners time to time according to the need necessity of the partnership Business. The amount so contributed by the partners shall be credited in the Books of Accounts of the firm in the name of the respective partners.

That the interest @. 12% per annum or such rate/s as may be mutually settled by the Partners from time to time in accordance with the rate prescribed by section 40 (b) of the Income Tax Act, 1961 and may enforce in the relevant financial year shall be credited or payable or paid to the partners on the amount standing to the credit of their capital account. Such interest shall be calculated and credited / paid to the partners at the end of the accounting year nor at such earlier date/s as may be mutually settled by the partners. The fact of credit / payment of interest as recorded in the books of accounts of the firm shall be deemed to be the mutual consent of the parties hereto.

That all parties shall be the working partners of the partnership 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. The aforesaid working partners shall be entitled to get remuneration at the end of each year in the following manner:-

Notary Seal of India  
Siddhi Vinayak Construction  
Regd No. 13742

16 AUG 2021

16 AUG 2021  
Shri. ...  
Regd No. 13752

concerned partner.  
representatives by executing a power of Attorney that will represent the  
That with the consent of other partner shall have the right to appoint legal  
affairs of the said partnership business.  
That each of the partners shall have equal control over the management and  
proper.

them and shall be at liberty to take such extracts as he thinks fit and  
far as possible. Each party shall have free access at all reasonable times to  
shall be maintained and those shall be written in the language of English as  
Those proper books of Account to record all transaction relating to the firm

**ACCOUNTS:-**

the partners equally.  
the working partners as aforesaid shall be shared and apportioned between  
losses after providing for interest to the partners and / or remuneration to  
That the net profit & loss of the business including that of capital gains or  
disentitle themselves to any remuneration.  
That in case of "Loss" sustained in any year the working partners shall  
been defined in the I.T. Act, 1961) or amended in future.

partners that the terms "Book profit" shall have the same meaning as it has  
aforesaid working partners equally. (It has been agreed by and between the  
Provided that the amount of remuneration so arrived at shall be paid to the

- i) On the first Rs. 3,00,000/- (of the Book Profit) or in case of loss @ 90% of the Book Profit or Rs. 1,50,000, whichever ever is more.
- ii) On the balance of Book Profit @ 60% of the Book Profit



Siddhi Vinayak Construction  
Partner

Siddhi Vinayak Construction  
Partner



SIDDHI VINAYAK CONSTRUCTION

Partner

SIDDHI VINAYAK CONSTRUCTION

Partner

That the Accounting year of the firm shall commence each year of the 1<sup>st</sup> day of April and expire on 31<sup>st</sup> March. The accounting year may be changed from time to time subject to the provision of Income Tax Act, 1961.

**BANK ACCOUNT:-**

That the bank account or accounts in the Name of the firm i.e. "SIDDHI VINAYAK CONSTRUCTION" shall be opened with such bank or banks as may be mutually settled by the partners and such bank account or account shall be operated by partners jointly. Banking operation may changed as per mutual consent by the parties and be informed to the bankers.

That the partners hereto may, by mutual consent, raise loans from any bank, person or any other sources, including from Central or State Government or any other financial institution/s or any private enterprise/s for the purpose of partnership with or without any securities.

That the partners shall punctually pay of and discharge there separate personal debts and liabilities and sale keep the firm and the other partner effectually indemnified against the same.

**SHARE OF PROFIT AND LOSS:-**

That the profit and loss of the firm will be distributed as follows:-

<b>SRI SUBRATA SARKAR</b>	<b>50%</b>
<b>SRI KOUSTAV DEY</b>	<b>50%</b>

**RIGHT CLAUSE / FOR BIDDEN CLAUSE:-**

That each of the partners shall have full authority to institute, prosecute, defend, discontinue, withdraw and compromise any suit or other legal proceedings in any Civil court or before Income Tax, Commercial Tax Authorities or in any other office or court and to sign, verify and present any plaint, petition, written statement, return, application for revision or review,

Notary  
Siliguri, W.B.  
Regd No. 16/11/2009

16/11/2009



writing or implied from conduct of the partners.  
modified by mutual consent of the partners hereto be either expressed in  
That any of the above terms and conditions may be varied, altered or  
mutual consent of the partners.

That profit & loss of the firm will be according to the agreed ratio of the

**OTHER GENERAL CLAUSES:-**

dealt with as per partnership Act.  
That in case of dissolution of partnership, the assets and liabilities shall be  
reconstitute the firm in any manner they like.  
remaining partners may either carry on the business amongst them or  
one month notice in writing to the other partners and in such event the  
That if any partner is willing to retire from the firm he may do so by giving  
writing of the entire partner.

That the admission of a new partner shall subject to common consent in

**RETIREMENT / DISSOLUTION / DEATH:-**

or introduce any other person as partner with him therein.  
partner assign, transfer or mortgage his share or interest in the partnership  
That no partner shall, without the previous consent in writing of the other  
informed about them.  
relating to partnership always in good faith and to keep other partner fully  
acts and deeds on behalf of the firm and bind other partner in all matters  
and to appoint, empower or remove any legal practitioner and to execute all  
Central and State Govt., Society, Railways, or any other body or individual  
money or dues of the firm from any office, court person corporation, Bank,  
agreement, quotation etc. and to receive, withdraw, demand and recover and  
memorandum appeal and any other documents and to file tender



Siddhanta S  
Partner  
SIDDHI VINAYAK CONSTRUCTION

Kanwar S  
Partner  
SIDDHI VINAYAK CONSTRUCTION

Notary Govt. of India  
Siliguri, Darjeeling  
Regd No. 13792  
16 Aug 2021

16.11.2020

Advocate, Siliguri

*Debasish Chakrabarty*

Debasish Chakrabarty  
Notary Govt. of India  
Siliguri, West Bengal  
Regd No. 13792

Drafted as per instruction by the parties, Read over, Explained And Printed in my Chamber,

(KOUSHAV DEY)

2.

SIDDHI VINAYAK CONSTRUCTION  
*Koushav Dey*  
Partner

(SUBRATA SARKAR)

1.

SIDDHI VINAYAK CONSTRUCTION  
*Subrata Sarkar*  
Partner

1.

WITNESSES:-

MENTIONED

IN WITNESS WHEREOF THE PARTIES HERETO SIGNED THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST ABOVE

stopped.

reference the business or the partnership shall not cease or shall be arbitration Act, then is in force provided always that in each of such during the subsistence or the partnership or at any time shall be referred to That disputes or differences that may arise between the partners hereto

ARBITRATION:-

partnership.

it stands amended, revised, modified from time to time shall govern this That same as aforesaid the provisions of the Indian Partnership Act, 1932 as

