Chamber

Debasish Chakraborty Notary

(Appointed by Govt.of India

Serial No. ..... Dated .

Excl CHAR 20 E RESTANTANT

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)

Accordingly to that this is to certify authenticate and attest that the annexed Instrument 'A' as is the

One oreignin seed of Perturshil

**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 24. Management of the said Notary do hereby subscribe my hand and affix my seal of office at Siliguri on this the 24. Management of the said Notary do hereby subscribe my hand and affix my seal of office at Siliguri on this the 24. Management of the said Notary do hereby subscribe my hand and affix my seal of office at Siliguri on this the 24. Management of the said Notary do hereby subscribe my hand and affix my seal of office at Siliguri on this the 24. Management of the said Notary do hereby subscribe my hand and affix my seal of office at Siliguri on this the 24. Management of the said Notary do hereby subscribe my hand and affix my seal of office at Siliguri on this the 24. Management of the said Notary do hereby of the said Notary do hereby subscribe my hand and affix my seal of office at Siliguri on this the 24. Management of the said Notary do hereby o



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Notary Govt.of India

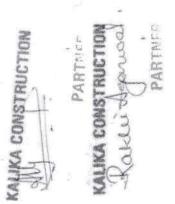
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DEED

OF

## PARTNERSHIP

THIS DEED OF PARTNERSHIP IS MADE ON THIS THE 24th DAY OF DECEMBER TWO THOUSAND AND TWENTY

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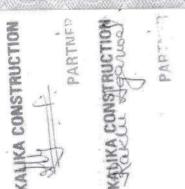
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SRI AJIT KUMAR AGARWAL, son of LateRajkumarAgarwal, Hindu by faith, business by occupation, residing at present at LalaLajpat Roy Road, Ashrampara , P.O. & P.S. Siliguri in the District of Darjeeling, hereinafter called the " FIRST PARTY" (Which expression shall mean and include unless excluded by or repugnant to the context his heirs, successors, legal representatives, executors, administrators and assigns) of the 'FIRST PART'

## AND

louary Govl. of India SMT. RAKHI AGARWAL, Wife of Sri Ajit Kumar Agarwal, Hindu by faith business by occupation, residing at present at LalaLajpat Roy Road,

NON JUDICAL STANIE No. 2440 24,12.2020 Sola Ajit K. Agmmil or 89

(Sudnangshu Sarah Key),
Govt. Stamp Vendor
L. No.173/R.M.
Silipuri Court

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THE CONTENT OF THE PARTY.



Ashrampara, 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 heirs, successors, legal representatives, executors, administrators and assigns) of the 'SECOND PART

## AND

WHEREAS the above named parties agreed and decided between themselves to form and constitute a partnership firm to carry on the business of all type of Construction and General Order Supply under the trade name of styles of 'KALIKA CONSTRUCTION'

**AND WHEREAS** in order to avoid future differences, doubts and disputes it is deemed expedient to reduce in writing the terms and conditions of the partnership firm.

NOW THIS INDENTUE WITNESSETH THAT the above named parties having mutually and voluntarily agreed decided to form and constitute a partnership firm between themselves for the purpose of carrying on the all type of Construction and General order business, under the trade name of styles of 'KALIKA CONSTRUCTION' under the following terms and conditions of partnership.:-

- 01.**THAT** the partnership thus constituted shall be deemed to haves commended on and form **28**<sup>TH</sup>**Day of DECEMBER,2020**.
- 02.**THAT** the partnership business shall be carried on under the trade name & style of 'KALIKA CONSTRUCTION' and/or other name & style as the parties hereby mutually agree and decided from time to time.



- 03. THAT the firm shall carry on the business of all types of construction, Development and General Order Supply or such other business/businesses as the parties here of may decide from time to time.
- 04.**THAT** the partnership shall be a partnership at WILL and SHALL continue till such time as the parties hereof shall agree.
- 05.**THAT** the principal place of business shall he situated at c/o. Star Royal, Ground Floor, Naya Busty Road, behind Kali Bary, Champasari, P.o& P.S. Pradhan Nagar, S.M.C Ward No.46, District Darjeeling or at such other place or places as the parties may decide from time to time.
- 06.**THAT** the total capital of the firm has been contributed by all the parties hereto as per their ratio and more shall be contributed from time to time as per requirement of the business of the firm.
- 07.**THAT** the interest @ 12% P.A shall be credited or payable or paid to the partners at the end of each accounting year on the amount standing to the credit of their capital account.
- 08.**THAT** it is mutually decided by the parties that the firm hereto shall keep themselves actively engaged in conducting the affairs of the business of the partnership firm as working partners. It is hereby agreed that the working partners shall be entitled to withdraw out of remuneration for their personal needs from time to time. And in case of loss or lower income payment of remuneration to working partners can be nil or at such lower rates as may be agreed to by and between the parties from time to time.



- 09. THAT the Net Profit & Loss of the said business of the firm shall be shared and apportioned amongst the parties as per their Ratio.
- 10. THAT proper book of accounts to record all transaction relating to the firm shall be maintained. Each party shall have free access at all reasonable times to them and shall be at liberty to take such extracts as they think fit.
- 11.**THAT** Sri AjitkumarAgarwal&SmtRakhiAgarwalshall have control over the management and affairs of the said partnership business and anyone particularly can enter into any agreement, Contract, Sale Deed etc.
- 12. THAT the net profit or loss as the case may be, of the partnership business after deducting interest and remuneration payable to partners in accordance with this deed of partnership or any supplementary deed as may be executed by the partners, shall be divided and distributed amongst the partners in the following proportion.

a. SRI AJIT KUMAR AGARWAL

-50%

b. SMT RAKHI AGARWAL

Siliguri.

-50%

Regd. No. 19794 13. THAT the accounting year of the firm shall commence each year on the 1stday of April and expire on 31st day of March. The accounting year may be changed from time to time as may be mutually decided by the partners subject to the provision of the Income Tax Act, 1961.



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a. SRI AJIT KUMAR AGARWAL

-50%

b. SMT RAKHI AGARWAL

-50%

3. **THAT** the accounting year of the firm shall commence each year on the 1<sup>st</sup>day of April and expire on 31<sup>st</sup> day of March. The accounting year may be changed from time to time as may be mutually decided by the partners subject to the provision of the Income Tax Act, 1961.

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- 14. **THAT** the bank account in the name of the firm shall be opened with such bank or bank as may be mutually settled by the partners and such bank account/s shall operated under the signature of any one of the partner.
- 15.**THAT** the parties hereto may by mutual consent, raise loans from any banks Persons or any other sources including from Central or state Governments or any other financial institutions or any private enterprise for the purpose of partnership with or without any securities.
- 16.**THAT** the partners shall punctually pay off and discharge their separate personal debts and liabilities and shall keep the firm and the other partners effectually indemnified against the same.
- 17.**THAT** the partners shall without the consent of the another partner release or compound any debt owing to the firm or demolish security to the firm without receiving the full amount thereof or lend any money or goods or otherwise then in the usual course of business.
  - 18. **THAT** the parties here to collect any dues from any customers or purchasers and /or parties but much collection shall immediately be deposited to the firm's account. The partners shall act deligently, faithfully and sincerely for the welfare of the firm.
- 19.**THAT** all legal proceedings/ suits may be instituted or defended by any one partner for and on behalf of the firm on written consent of the another partners.



- 20.**THAT** the parties herete submit tender or Quotation for and on behalf of the partnership firm.
- 21.**THAT** the partners may appoint any person as a constituted Attorney under duly executed power of Attorney to act and deal in such matters on behalf of the firm as may be authorized under the said power of attorney.
- 22.**THAT** the partnership business shall not stand dissolved on the death, insolvency or other incapacity of any party hereto but may be carried on by the surviving or another partner together with the legal representatives or heirs of the deceased or such outgoing partner on the same terms and conditions unless otherwise agreed upon between them and such legal representatives or heirs.
- 23.**THAT** in case of any disputes arising out of the partnership or with respect to the interpretation of any terms or conditions recorded herein or with respect to working of the agreement the matter shall be referred to the Arbitrator and or umpire as the case may be shall befinal and binding on all the parties.
- 24.**THAT** subject and without prejudice to the express provisions of these presents the provisions of the Indian Partnership Act, 1932 shall be applicable to the firm and the partners.
  - 25.THAT any of the above terms may be varied altered or added to or deleted by mutual consent of the partners here of to be either in writing or implied from conduct.



IN WITNESSETH WHEREOF THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THIS DAY, MONTH & YEAR FIRST ABOVE MENTIONED.

KALIKA CONSTRUCTION

**WITNESSES:** 

(FIRSTPARTY)

KALIKA CONSTRUCTIONO Raceu Aganoa

(SECOND PARTY)

Debasish Chakrahomy Notary Govt. of India Siliguri, Darjeeling Regd. No. 13792

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Drafted read over and explained by and typed in my