

**NOTARIAL CERTIFICATE**

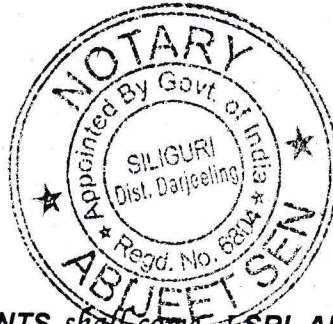
(Pursuant to section 8 of the Notaries Act, 1952)

**Abijeet Sen**

BA(Law), LL.B., Advocate

**NOTARY**

(Appointed by Govt. of India)

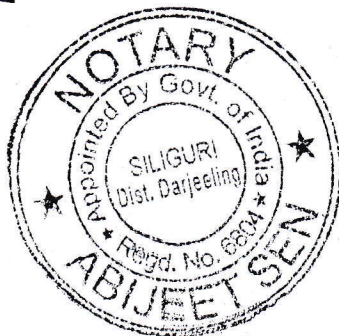
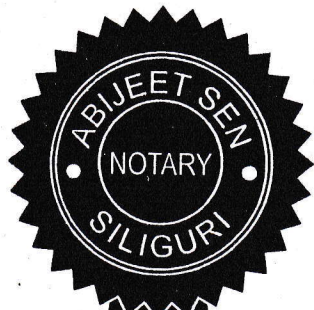


Serial No. .... *March/2014* .....

Date : .... *12.3.2014* .....

TO ALL WHOM THESE PRESENTS shall come, ~~I~~ **SRI. ABIJEET SEN** duly authorised by the Government of India to practice as **NOTARY** do hereby verify, authenticate, certify and 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 Sri/Smt. .... *D. Chatterjee* ....., Advocate, as to the matters contained therein presented before me.

According to that is to certify, authenticate and attested that the annexed instrument "A" is the



*Original  
Deed of  
Partnership*

**PRIMA FACIE** the annexed instrument "A" appears to be usual procedure to serve and avail as needs or occasions shall or may require for the same.

In faith and testimony whereof being required of a Notary, I the said Notary do hereby subscribe my hand and affix my seal office at Siliguri on this the *12<sup>th</sup>* Day of *March* in the year of *2014*

Solemnly Affirmed and identified before me on identification

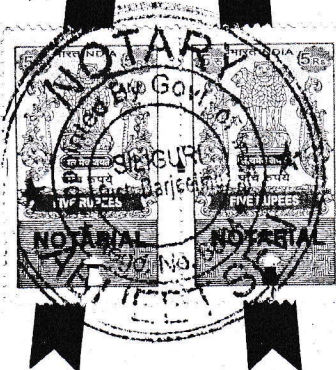
*12.3.2014*  
**Abijeet Sen**  
Notary (Govt. of India)  
Siliguri, Darjeeling  
**NOTARY**

(Regd. No. 6804)

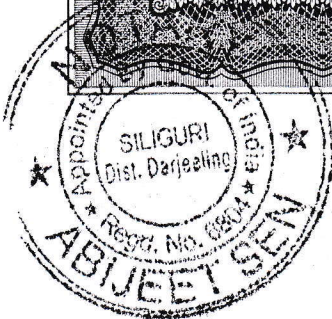
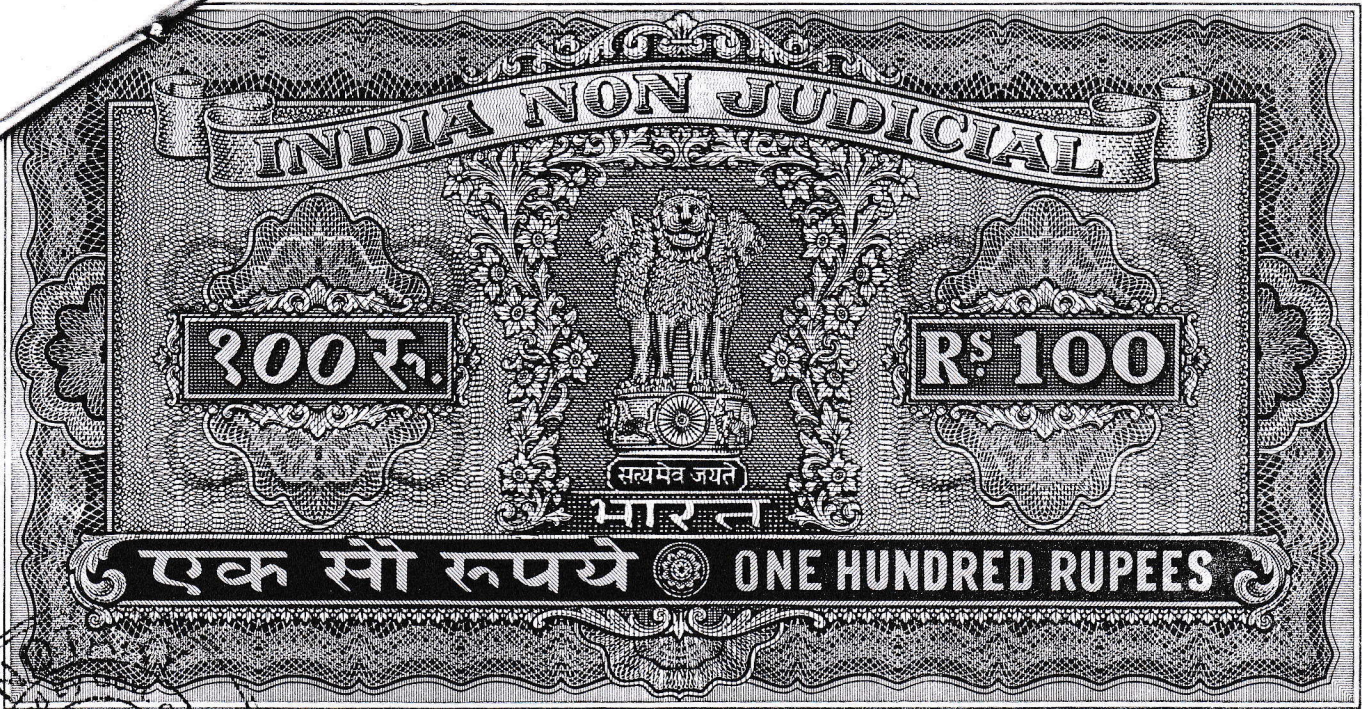
The Executant (S) is/are identified by me:

*Xeband...*  
*12/3/14*

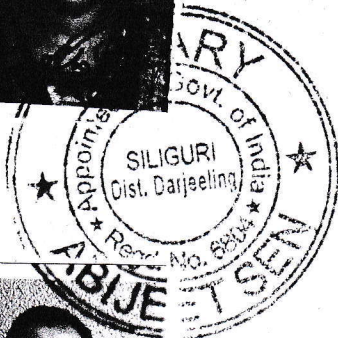
ADVOCATE



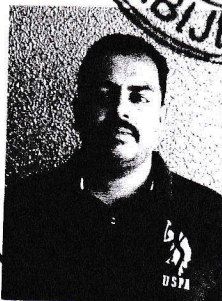
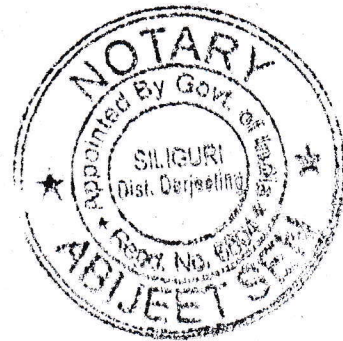




**DEED OF PARTNERSHIP**



*Swami Chakra Roy*  
*Sonjoy Chandra Roy*



Solemnly Affirmed & Declare  
before me on identification  
12.3.2014

**ABIJEET SEN**  
Notary (Govt. of India)  
Siliguri, Darjeeling

24907 16.1.09  
No. 10  
Smt. Corporation  
M



**THIS DEED OF PARTNERSHIP MADE THIS 12<sup>TH</sup> DAY OF MARCH, 2014**

*Rumi Ghosh Roy  
Sanjay Ghosh Roy*

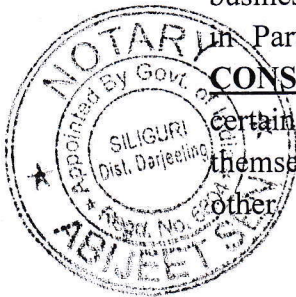
**BETWEEN**

**SMT. RUMI GHOSH ROY** wife of Sri Sanjay Ghosh Roy, by religion Hindu, by occupation Business, resident of Deshbandhupara, Siliguri, P.O. Siliguri Town, P.S. Siliguri, Dist. Darjeeling, hereinafter called the "**FIRST PARTY**" (which expression shall mean and include unless excluded by or repugnant to the context her heirs, executors, successors, legal representatives, administrators and assigns) of the **FIRST PART**.

**AND**

**SRI SANJAY GHOSH ROY**, son of Sri Nishit Ghosh Roy, by religion Hindu, by occupation Business, residents of Deshbandhupara, Siliguri, P.O. Siliguri Town, P.S. Siliguri, Dist. Darjeeling, hereinafter called the "**SACOND PARTY**" (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, legal representatives, administrators and assigns) of the **SECOND PARTY**.

WHEREAS the parties hereof have decided and agreed to carry on a business of Construction, Development & other allied business/ businesses in Partnership with each other under the name and style as "**SRIJA CONSTRUCTION**", with effect from 12<sup>th</sup> day of March, 2014, under certain terms and conditions as mutually agreed to by and between themselves and they are carrying each business in partnership with each other.



**AND**

WHERAS above named parties have been carrying on the aforesaid business under the said terms and conditions as were mutually agreed to by and between the parties.

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Siliguri, Darjeeling

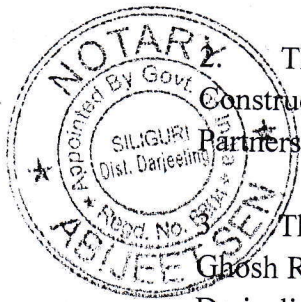
Sumi Ghosh Roy  
Souraj Ghosh Roy

AND

WHEREAS the above named parties have thought it wise advisable and expedient to have a duly executed DEED OF PARTNERSHIP incorporating therein all the terms, conditions and stipulations as agreed to by and between themselves in relation to the said Partnership business.

NOW THEREFORE THIS INDENTURE WITNESSETH that in pursuance of the aforesaid mutual agreement, the above named parties do execute this Deed of Partnership do hereby bind themselves and each other with the following terms, conditions & stipulations:-

1. That the name and style of the partnership business/firm of the above named parties is and/or shall be "**SRIJA CONSTRUCTION**" and that the parties heretofore are and/or shall be the partners of the above named partnership firm with effect from 12<sup>th</sup> day of March 2014,



That the partnership firm shall/will carry on a business of Construction, Development & other allied business/ businesses in Partnership.

That the principal place of business, situate at the Care of Nishit Ghosh Roy, Deshbandupara, Siliguri, P.O. Siliguri Town, P.S. Siliguri, Dist. Darjeeling.

4. That the capital of the partnership firm is and/or will be such as will appear in the Books of Accounts of the firm, and as will be contributed or to be contributed by the partners on Mutual consent.

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before me on Identification  
12.3.2014

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Notary (Govt. Of India)  
Siliguri, Darjeeling

*Pran Chosen by  
Sourav Chandra Roy*

5. That the partnership shall take interest on the capital invested by the partners as per provision of the Income Tax Act, 1961 and that such interest shall be credited to the respective Capital A/c of the partners at the close of the Accounting year.

6. That the partners shall take remuneration/ salary per month to be fixed month to be fixed on mutual consent by the partners.

7. That it is hereby agreed that in consideration of the partners working in the partnership they shall be entitled to remuneration.

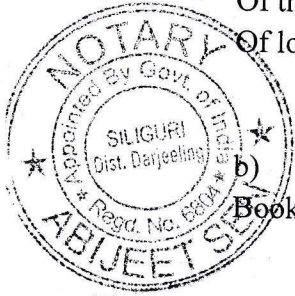
That the remuneration payable to the working partners shall be computed on the book profit as defines in the Income Tax, 1961 or any other applicable provisions as may be in force in the manner stated herein below:-

a) On the First Rs. 3,00,000/00  
Of the Book Profit or in case  
Of loss

90% of the book profit or  
Rs. 1,50,000/00, which ever  
is more.

b) On the balance of the  
Book Profit

At the rate of 60% of the  
Book Profit



Remuneration payable as aforesaid shall be calculated at the close of the accounting years and shall be credited to the accounts of the working partners.

8. That the profits and/or losses of the partnership business shall be as follows:-

First Party .....50%  
Second Party .....50%

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before me in Identification  
12.3.2019  
ABJEET SEN  
Notary (Govt. Of India)  
Siliguri, Darjeeling



Provi chosh for  
Sangit chosh for

9. That the Accounting year/Financial year of the firm shall be the English Financial years i.e. starting from the First day of April, and ending with the 31<sup>st</sup> day of March of the Succeeding year.

10. That on closing of every Financial Year as aforesaid, a true and correct inventory of all accounts, profits and/or losses, assets and liabilities etc. shall be made out and the profit and/or loss shall be distributed between the partners in the proportions indicated hereinabove.

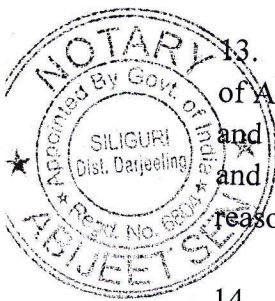
11. That the parties hereof shall take salary or remuneration as decided or agreed upon by the partners from time to time and the said amount of salary/remuneration shall be adjusted against the profit and loss account.

12. That the second party hereof shall sign and submit Vouchers, bills, Receipts as also any quotation and Tender etc. and shall also conduct purchase and sale on behalf of the First Party in the name of Firm.

13. That a day-to-day accounting of all transactions and necessary Books of Accounts shall be maintained in regular course of the business of the firm and such-Books of Accounts shall be kept in the Branch office of the firm and the partners shall have right to inspect such Books of Accounts at all reasonable times with right to take copies thereof.

14. That a Bank Account in the name of the firm shall be opened in the State Bank of India, or any Scheduled Bank and/or any other nationalized Bank of Banks and such Accounts shall be operated by any of the Partners for and on behalf of the firm.

15. That the parties hereof shall devote their energy for the welfare and development of the firm/business and shall also look after all managements of the business.



Solemnly Affirmed & Verified  
before me on identification  
12.3.2015  
ABJEET SEN  
Notary (Govt. Of India)  
Siliguri, Darjeeling

*from book by  
Sangay Chakraborty*

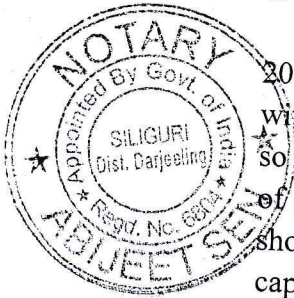
16. That none of the partners shall be entitled to transfer her/his share or interest in the partnership firm to any out – sider without written consent of other partners.

17. That the partners shall act diligently, faithfully ad sincerely for the welfare of the firm.

18. That all employment matter or discharge of the employees are to be dealt with on mutual consent of the partners.

19. That none of the partners shall be entitled to retire from the partnership firm till he owes any liability to or for the partnership firm. In other cases, any partner may retire from the partnership firm by serving 3 Months prior intimation/notice in writing to the other partner expressing her desire of retirement in advance. On such retirement the partner so retiring shall be entitled to draw all of her/his benefits including capital subject to adjustment of all her/his dues and liabilities to the firm/business.

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20. That the partners may dissolve the partnership firm at any time with prior 1 Month notice in writing to the other partner, if the partners so agree to dissolve the firm. In such case of dissolution or on retirement of any of the partners as aforesaid, the debts and liabilities of the firm should be first paid from the fund and the assests of the firm and the capital and/or the loss if any should be shared by the partners in equal share.

21. That if the partners mutually and /or jointly agree to add or include new partner or partners besides the existing partners, the new partner or partners may be included in the partnership firm/business.

22. That in case of death of any partner her/his legal heirs shall be admitted in the partnership firm in place of such deceased partner, or continue the business by the other partner.

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12.3.2019

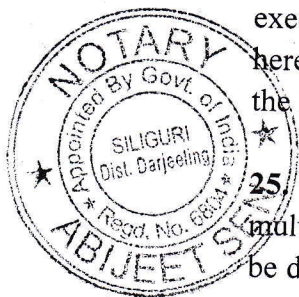
ABHIJEET SEN  
Notary Public, Of India



Ravi Ghosh by  
Sanjay Ghosh Roy

23. THAT FIRST PARTY authorize to the SECOND party i.e Sri. Sanjay Ghosh Roy to transfer out the multistoried building which is constructed under the name and style of the Firm by part or in full by way of Sale, Gift and execute any Deed of Transfer or any other Deed or document including the Deed of Agreement, Lease Deed, Partition Deed, Deed of Tenancy Agreement, Deed of Sale to present any such Deed of Document for Registration, to admit the execution thereof and to get such Deed or Document registered in accordance with the provisions of the Registration Act, 1908, to endorse registration receipt and to make over possession of the said below scheduled deeds, matters or things for the transfer, and also for the execution and registration of any Deed or Document, including Deed of Declaration and Rectification.

24. THAT third party i.e Sri. Sanjay Ghosh Roy authorized to execute and furnish any such documents that may be required now and hereafter at the time during the construction of multistoried building on the land in full or in part on behalf of the other partners.



25. THAT in case of the sale of the constructed /developed multistoried building in full or in part the consideration amount should be deposited by cash/Banker's cheque / Demand Draft/ RTGS/ NEFT in account of the firm and on behalf of the Firm the third party i.e Sri. Asit Ghosh Roy acknowledge the same.

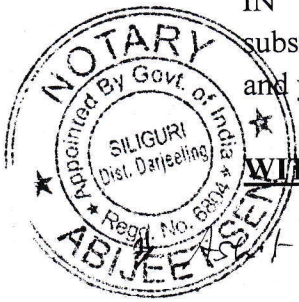
26. That in case any dispute or difference between the partners regarding any matter of the partnership shall be referred to an Arbitration of Two Arbitrators one to be nominated by each partner for adjudication of such dispute or differences and the nominated by each partner for adjudication of such dispute or differences and the decision/award of such Arbitrators or their Umpire shall be final and binding on the partners and Principles of the Indian Arbitration Act shall be followed in this Regard.

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12.3.2019

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Siliguri, Darjeeling

27. That for any other matter or matters which is/are not specifically mentioned in the foregoing clauses, the Principles of the Indian Partnership Act shall be followed by the partners.

IN WITNESS WHEREOF the parties heretofore have set and subscribed their respective hands, on these presents, on the day month and year first above written.



WITNESSES:

Subodh Ghosh Roy  
Desbandhpara  
Siliguri  
Darjeeling

*Subodh Ghosh Roy*

Signature of the First Party

*Soumya Chandra Roy*

Signature of the First Party

3) SUSTI CHANDRA ROY  
DESBANDH PARA  
SILIGURI

Drafted by me and computerized  
in my Chamber

*Soumya Chandra Roy*

Advocate, Siliguri

Solemnly Affirmed & Declare  
before me on identification

ABJEET SEN  
Notary (Govt. of India)  
Siliguri, Darjeeling