

Partnership Ship.

# ASHIS SINHA

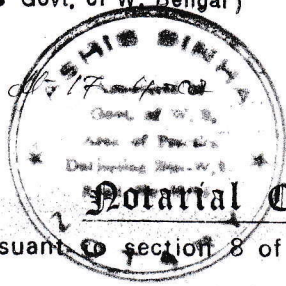
NOTARY

(Appointed by the Govt. of W. Bengal)

Professional Address :  
"PANTHA NIWAS"  
SILIGURI MUNICIPAL CORPORATION  
P. O. SILIGURI, DT. DARJEELING

Residential Address :  
P. O. NAXALBARI BAZAR PARA  
DT. DARJEELING

Serial No. 06 of 2017-18



## Notarial Certificate

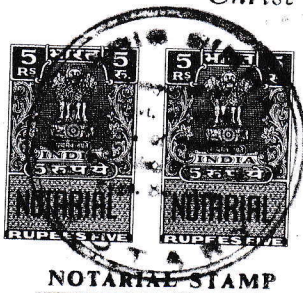
(Pursuant to section 8 of the Notaries Act. 1952)

TO ALL TO WHOM THESE PRESENTS shall come I, Sri Ashis Sinha duly authorized by the Government of W. Bengal practise 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 Sri Tapan Chatterjee 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" is the "original deed of partnership ship executed between (1) Smt. Measumi Biswas w/o Sri Nankul Biswas of 25 Salyen Bose Road Dushbandhu Para P.O.-2 P.S. Siliguri Dist. Darjeeling and Sri Partha Saha & Sri Gajendra Nath Saha of 20 Salyen Bose Road Dushbandhu Para P.O.-2 P.S. Siliguri Dist. Darjeeling

PRIMA FACIE the annexed instrument 'A' appears to be the 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 of office at Siliguri on this the 17<sup>th</sup> day of April in the year of Christ 2002

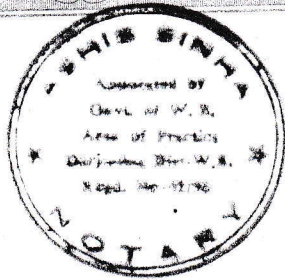


*(Signature)*  
Appointed by  
**ASHIS SINHA**  
NOTARY

The executent/s is / are identified by me :

*(Signature)*  
Tapan C. Chatterjee  
Advocate

100Rs.



*Moushomi Biswas  
Santha Saha.*

DEED OF PARTNERSHIP

\*\*\*\*\*  
 \*\*\*\*\*  
 \*\*\*\*\*  
 \*\*\*\*\*  
 \*\*\*\*\*  
 \*\*\*\*\*  
 \*\*\*\*\*  
 \*\*\*\*\*  
 \*\*\*\*\*  
 \*\*\*\*\*

*[Handwritten signature]*

1000

1000

1000 one hundred only

Stamp Year

1914

50 Rs.



*Mohomi Binsan.  
Panfa Saha.*

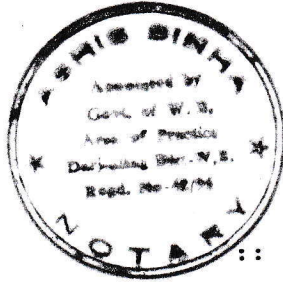
:: 2 ::

THIS DEED OF PARTNERSHIP IS MADE ON  
THIS THE 17<sup>th</sup> DAY OF 0. 1921  
TWO THOUSAND ONE.

B E T W E E N

*[Signature]*  
 Appointed by

Contd...to F/3.



*Mouhumi Biswas.  
Partha Saha.*

SMT. MOUSHUMI BISWAS, wife of Shri Vaskar Biswas, Hindu by religion, Business by occupation, residing at 25, Satyen Bose Road, Deshbandhupara, P.O. & 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.

A N D

SHRI PARTHA SAHA, Son of Shri Dwijendra Nath Saha, Hindu by religion, Business by occupation, residing at 20, Satyen Bose Road, Deshbandhupara, P.O. & P.S. Siliguri, Dist. Darjeeling, hereinafter called the "SECOND 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 OTHER PART.

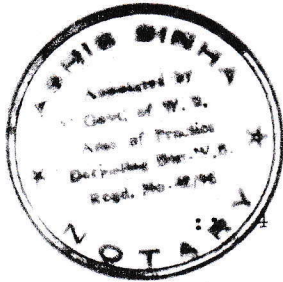
A N D

WHEREAS the parties abovenamed ~~xxx~~ have decided to start a partnership business in the name & style as "ABASHAN"under certain terms and conditions which have been mutually agreed to by and between the parties.

A N D

WHEREAS the above named parties have thought it wise and expedient to have a duly executed DEED OF PARTNERSHIP incorporating therein all terms, conditions and stipulations as have been agreed to by and between themselves in order to avoid all future disputes and complications relating to the aforesaid partnership business.

Contd...to P/4

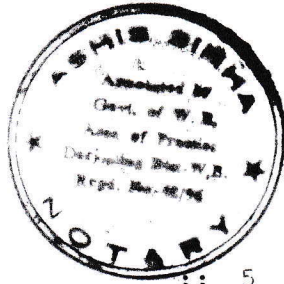


*Manjori Biswas  
Partha Saha.*

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid mutual agreement, the parties abovenamed enter into this Deed of Partnership and bind themselves and each other with the aforesaid terms and conditions as have been mutually agreed to by and between themselves and as hereinafter appearing:

- 1) The name and style of the partnership firm of the above-named parties is/shall be "ABASHAN".
- 2) The partnershi business shall be deemed to have been commenced or has commenced on and from
- 3) That the partnership firm shall deal in or is meant for carrying on business of Builders and Developers.
- 4) That the Principal office of the aforesaid partnership is/shall be at 25, Satyen Bose Road, Deshbandhupara, P.O. & P.S. Siliguri, District-Darjeeling. The partners may also open branch office or offices in other place or places in future for the convenience of the partnership business, on mutual consent of the partners.
- 5) That the capital of the partnership firm shall be that as will appear in the credit of the partners in the Books of accounts of the Partnership firm.
- 6) That the profit and/or loss shall be distributed among the partners equally.
- 7) That the interest @18% p.a. on 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 Income Tax Act, 1961 and may enforce in the relevant financial year shall

*17-6-02*  
NOTARY  
Appointed by



*Mouhomi Bhattacharya  
Partha Saha*

:: 5 ::

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 or 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.

8.(i) That it is mutually decided by the parties that both the parties 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 in consideration of the parties working in the partnership they shall be entitled to remuneration.

(ii) That the remuneration payable to the working partners shall be computed as under :-

First Party : @Rs. 3,000/- per month.

Second Party: @Rs. 3,000/- per month

Remuneration payable, as aforesaid, shall be calculated at the close of the accounting year and shall be credited to the account of working partner. The working partner shall be entitled to withdraw out of remuneration for his personal needs from time to time.

(iii) In case of loss or lower income, payment of remuneration to the working partners can be NIL or at such lower rate as may be agreed to by and between the partners from time to time.

9) That the accounting year of the Partnership firm is/ shall be started from the 1st day of April to 31st day of

*40*  
Notary  
Associated by  
Govt. of West Bengal



*Ashim Ghosh*  
*Partha Saha*

- 10) That on the closing of every financial/accounting year as aforesaid, a final yearly account shall be taken up and an accounted inventory of all accounts i.e. Income, Expenditure, Assets, Liabilities, Profit and Loss shall be prepared and shall signed by both the partners and the profits and/or losses shall be distributed or shared according to the equal share proportions as hereinbefore mentioned and once such account is signed by the partners that shall be deemed to be the final closure of the account and no dispute relating to that shall be entertained thereafter.
- 11) That the partners may also raise capital of the partnership firm by obtaining loan from any Bank or Financial Institutions on reasonable terms, conditions and interests in future, if both the partners adopt such decision on mutual consent.
- 12) That the Bank Account is/shall be opened in the name of the partnership firm in any Nationalised Bank or Banks at Siliguri or any other place or places and such Bank account shall be operated under the joint signatures of the partner.
- 13) That both the partners shall have the right to appoint any staff, employee or any other persons or persons for the interest of the firm and also for their dismissal.
- 14) That the Partners shall not do any such act which may expose the firm and/or its assets and capital to any loss or to any attachment, seizure or confiscation.

Contd...to P/7

*[Signature]*  
NOTARY  
Appointed by  
Govt. of West Bengal



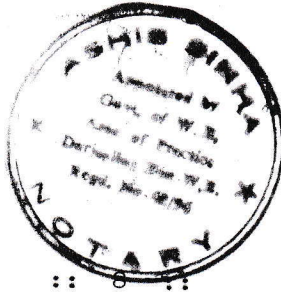


*Ashis Sinha*  
*Partha Saha*

:: 7 ::

- 15) That no partner shall transfer or sale or mortgage or encumber any immovable property or assets of the firm without written consent of the other partner.
- 16) That no partner shall transfer in any way whatsoever his/her interest in the firm to any outsider, but may transfer the same to the other partner of the firm.
- 17) That any of the partners may retire from the partnership firm with clear three month's notice to the other partner in writing. On such retirement the retiring partner shall be entitled to take back all of his/her credits/funds from the partnership by adjusting all of his/her dues/debts to the firm, but the partnership firm shall not be dissolved due to such retirement.
- 18) That the partnership may be dissolved on mutual consent of both the partners. On such dissolution, the partners shall be entitled to take back all of their credits/funds by adjusting their respective dues/debts in respect of the firm.
- 19) That the term "Mutual Consent" shall be construed on an unanimous resolution of both the partners in writing.
- 20) That the day-to-day office administration of the firm shall be managed by both the partners.
- 21) That no partner shall use the name and goodwill of the partnership business after retirement from the partnership firm.
- 22) That in case of any dispute or difference which may arise between the partners or their representatives with regard to the construction, meaning and effect of this Deed or any part of it or respecting accounts, profits or losses,

*02*  
NOTARY  
Appointed by  
Govt. of West Bengal  
Regd. No. 42/98



management of the business, rights and liabilities of the partners or any matter or matters relating to the firm whether before or after dissolution, such dispute or difference shall be referred to Arbitration of two Arbitrators one to be nominated by each partner and the award or decision of those arbitrators shall be final and binding upon the partners and in case of difference of opinion amongst the arbitrators, the matter shall be referred to an Umpire to be nominated by the Arbitrators and the decision of the said Umpire shall be final and binding the partners and the principles of the Indian Arbitration Act shall be followed in this regard.

23) That for any other matter or matters not specifically mentioned in the foregoing clauses, the provisions of the Indian Partnership Act shall be applicable.

IN WITNESS WHEREOF THE PARTIES heretofore have set and subscribed their respective hands on this Deed of Partnership on the day, month and year first above written.

WITNESSES :-

1) *Swapan Chaki*  
S/o late R. R. Chaki,  
Hakimpura, Siliguri

*Neelmoni Bhowmik*  
-----  
Signature of the FIRST PARTY.

*Partha Saha*  
-----  
Signature of the SECOND PARTY

2) *Malay Das*  
S/o late M. C. Das,  
D. D. Pathra  
Siliguri A. Doylams

Drafted, readover and explained by me and typed in my chamber.

*(Tapes Ch. Bhattacharya)*  
Advocate, Siliguri.