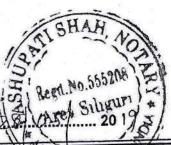
## Pashupati Shah Notary

(Appointed by Govt. of India)

Serial No. .... Dated



Residence/Chamber
Punjabi Para,
Behind Pranami Mandir,
Siliguri .734001
Mobile: 98326-29587,
96410-71507

NOTARIAL CERTIFICATE
(Pursuant to section 8 of the Notaries Act. 1952)
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 Sri/Smt
as is the:  An Oviegenel Dead at Partnership on enclosed here with
PRIMA FACIE the annexed instrument 'A' appears to be usual procedure to serve 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 subcribe my hand and affix my seal of office at Siliguri on this the me on Identification of the one of Identification of Id
Pashupati Shah Notary

The executentls is/are identified by me:

**Advocate** 

Arrind Agarwal

Adve-19 WB-F/1915/5948/09



পশ্চিমবঙ্গ पश्चिम बंगालक WEST BENGAL
Area Siliguri

AB 713059

The Carlot

DEED OF PARTNERSHIP

Sole Tilly Aminted & Decialed
Tofore me on Identification
Pashupati Shah
NOTAPY SII IGLIA

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शन्तिमवङ्ग पश्चिमत्वगाल WEST BENGAL

(Medmitted

-//2//-

THIS DEED OF PARTNERSHIP IS MADE ON THIS THE DAY OF May 2019 AT SILIGURI.

Pashupati Shan

Contd.....P/3.



-//3//-

## BETWEEN

SRI HEMANT MITTAL, S/o. Sri Rudra Kumar Mittal, Hindu by faith, Business by occupation, residence of M.V. Road, Park Location, Ward No. 13, Kurseong 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

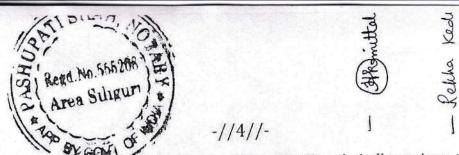
SMT. REKHA KEDIA W/o Sri Manoj Kedia, Hindu by faith, Business by Occupation, resident of Vidyasagar Raod, Khalpara, P.O. & P.S. Siliguri in the district of Darjeeling hereinafter called the SECOND PARTY (which expression shall mean and include unless excluded by or repugnant to the context her heirs, successors, legal representatives, executors, administrators and assigns) of the SECOND PART

WHEREAS the abovenamed parties agreed and decided between themselves to form and constitute a partnership firm to carry on the Real Estate & Land Development businees under the trade name of style of M/s. Shree Constructions in partnership at 2nd Floor, (SJDA Building), Uttarapan Market Complex, Hill Cart Road, P.O. & P.S. Pradhan Nagar, Siliguri in the district of Darjeeling.

AND WHEREAS the above parties decided and agreed and thought it advisable to reduce in writing the terms & conditions of the partnership deed which are as follows:-

## NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

- THAT the partnership thus constituted shall be deemed to have commenced on 1. and from 01st day of May 2019.
- THAT the partnership business shall be carried on under the trade name & style of M/s. Shree Constructions or any other name & style as the parties hereby 2. mutually agree and decide from time to time.
- THAT the firm shall carry on the business of land development, real estate activities, promotion, construction or such of other business / businesses as the 3. parties hereof may decide from time to time.
- THAT the principal place of business shall be situated at 2<sup>nd</sup> Floor, (SJDA Building), Uttarapan Market Complex, Hill Cart Road, P.O. & P.S. Pradhan Nagar, Siliguri in the district of Darjeeling or at such wher place or places as the parties may decide from time to similar the distriction

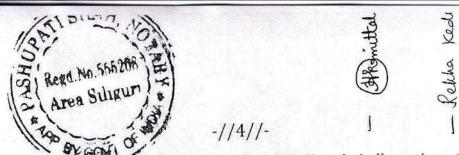


- 5. THAT the partnership shall be a partnership at Will and shall continue till such time as the parties hereof shall agree.
- THAT the capital of the firm shall be contributed by the party hereto from time to time as per the requirement of the business of the firm.
- 7. THAT both the partners shall be the working partners of the firm and each partner shall be entitled to draw salary @ 10,000/-(Rupees ten thousand only) per monthas per the calculation provided u/s 40(b) of the Income Tax Act, 1961, whichever is more, which shall be credited, payable or paid as the partners may decide.
- 8. THAT the interest on capital @ 12% (twelve percent) or less shall be credited, payable or paid to the partners at the end of the accounting year on the amount standing to the credit of their capital account and such interest on capital shall be paid only when there is book profit and in case of loss no interest shall be credited, payable or paid as have been agreed upon amongst the parties.
- 9. THAT the net profit & loss of the business including that of capital gains or losses after providing for interest to the partners and/or salary, remuneration/commission to the working partner/s as aforesaid shall be shared and apportioned amongst the partners as followes:-

First Partner : 30%(thirty percent)
Second Partner : 70% (Seventy percent)

- 10. THAT proper books of account to record all transactions relating to the firm shall be maintained and each party shall have free access at all reasonable times to them and shall be at liberty to take such extracts as he/she thinks fit.
- 11. THAT each of the parties shall have equal control over the management and affairs of the said partnership business.
- 12. THAT the accounting year of the firm shall commence each year from 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.
- 13. THAT the bank account in the name of the firm shall be opened with such bank or banks as may be mutually settled by the partners and such bank account/s shall be operated under the **signature of first party**.
- 14. THAT the parties hereto may by mutual consent raise loans from any bank/s, person/s or any other sources, including from Central Govt. or State Govt. or any other financial institution/s or any private enterprise/s for the purpose of partnership with or without any section.

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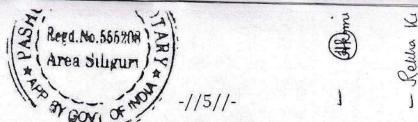


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- 15. THAT the partners shall punctually pay off and discharge their separate personal debts and liabilities and shall keep the firm and the other partners effectually indemnified against the same.
- 16. THAT no partner shall without the consent of the other partners release or compound any debt owing to the firm or demolish any security of the firm without receiving the full amount thereof or lend any money or goods otherwise than in the usual course of business or do anything which may cause harm to or go against the interest of the business of the firm.
- 17. THAT any of the partners may collect any dues from any customer or purchaser and/or parties but such collection shall immediately be deposited to the firm's account. The partners shall act diligently, faithfully and sincerely for the welfare of the firm.
- 18. THAT all legal proceedings/suits may be instituted or defended by any of the partners for and on behalf of the firm on written consent of the other partners.
- 19. THAT any of the partners may submit, tender or quotation for and on behalf of the partnership firm/business.
- 20. 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 authorised under the said Power of attorney.
- 21. 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 other partners together with the legal representatives or heirs of the deceased or such outgoing partner on the same terms & conditions unless otherwise agreed upon amongst them and such legal representatives or heirs.
- 22. THAT in case of any change in the constitution of the firm either by way of retirement or dissolution or death or in any other manner the goodwill of the business shall be valued by the mutual consent of the partners hereto.
- 23. THAT incase of any dispute arising out of the partnership or with respect to the interpretation of any of the terms & conditions recorded herein or with respect to working of this agreement, the matter shall be referred to the arbitrator under the provisions of the Arbitration Act and the award of the arbitrator and/or umpire as the case may be shall be final 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 hereof to be either in writing or implied from conduct.

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IN WITNESSETH WHEREOF THE PARTIES HEREUNTO SIGNED THIS PARTNERSHIP DEED ON THIS THE DAY, MONTH & YEAR FIRST ABOVEMENTIONED.

WITNESSES:

1. Simil Bragat

Sto late R. Bragat

Burdhan Road
Silignois.

2. Pankey Paul Mo. Dri A. Cpay Burduan Road Seliguri **EXECUTANTS** 

1. (FIRST PARTY)

2. Renha Kedia
(SECOND PARTY)

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

(Arvind Agarwal) Advocate/Siliguri WB/F/1915/1848/09.

Pashupati Shah