



पश्चिम बंगाल WEST BENGAL

AE 984936

1. Debash Chakrabarty
2. Ranjan Kumar Singh
3. Sachin Sengupta
4. Priya Goyal
5. शरिता अजायब
6. Nisha K. Ghosh

PARTNERSHIP DEED


Debash Chakrabarty
Notary Govt. of India
Silliguri, Darjeeling
Regd No. 13792

07 OCT 2021

भारतीय गैर न्यायिक

पचास
रुपये
रु.50

भारत

FIFTY
RUPEES
Rs.50

सत्यमेव जयते

INDIA

INDIA NON JUDICIAL



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AB 450827

1. Debansh Chakraborty
2. Ratan Kumar Singh
3. Sachin Sin
4. Priya Goyal
5. श्री अजकाल
6. Nishi K. Ghosh

THIS PARTNERSHIP DEED MADE ON THIS THE
06TH DAY OF AUGUST, 2021.

Debash Chakraborty
Notary Govt. of India
Silliguri, Darjeeling
Regd No. 13792

07 OCT 2021

1. Debopratim Mukherjee
2. Ratan Kumar Singhal
3. Sachin Goyal
4. Priya Goyal
5. Mira Agarwal
6. Nisha K. Agarwal



BETWEEN

SRI DEBOPRATIM MUKHERJEE (PAN: AJNPD6495L), Son of Sri Dipak Mukherjee, Hindu by religion, business by occupation, resident of Matoshree, House No. 20/02, Rabindra Sarani, Rathkhola, Siliguri, Dist-Darjeeling, P.O. Rabindranagar, P.S. Siliguri- 734006 hereinafter called the "**FIRST PARTY**" (Which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, successors, executors, legal representatives, administrators and assigns) of the "**FIRST PART**".

A N D

SRI RATAN KUMAR SINGHAL (PAN: AJBPS9043D), Son of Late Girdharilal Singhal, Hindu by religion, business by occupation, resident of K.C. Dey Road, Siliguri, P.S & P.O. Siliguri, Dist - Darjeeling, Pin - 734001, hereinafter called the "**SECOND PARTY**" (Which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, successors, executors, legal representatives, administrators and assigns) of the "**SECOND PART**".

A N D

SRI SACHIN GOYAL (PAN: AFDPG8073P), Son of Sri Sreebhagwan Goyal, Hindu by religion, business by occupation, resident of Flat No G3, Block-4, Green Vista Apartment, Behind Vishal Cinema Hall, Siliguri, P.S Bhaktinagar, P.O. Siliguri, Dist - Jalpaiguri, Pin - 734001, hereinafter called the "**THIRD PARTY**" (Which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, successors, executors, legal representatives, administrators and assigns) of the "**THIRD PART**".

A N D

SMT PRIYA GOYAL (PAN: BBOPG8675B), Wife of Sri Dipak Goyal, Hindu by religion, business by occupation, resident of M-3, Space Town, Near PBR Tower, P.S. Bhaktinagar, Dist - Darjeeling, Pin - 734001, hereinafter called the "**FOURTH PARTY**" (Which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, successors, executors, legal representatives, administrators and assigns) of the "**FOURTH PART**".

A N D

SMT MIRA AGARWAL (PAN: ACCPA3167G), Wife of Sri Naresh Agarwal, Hindu by religion, business by occupation, resident of 16, Mangal Pandey Road, Khalpara, Siliguri, P.O. & P.S. Siliguri, Dist. Darjeeling, Pin - 734005, hereinafter called the "**FIFTH PARTY**" (Which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, successors, executors, legal representatives, administrators and assigns) of the "**FIFTH PART**".

1. Debajit Mukherjee
2. Ratan Kumar Singh
3. Sachin Saha
4. Pritya Ghosh
5. Mr. Biswajit
6. Nibin K. Ghosh



A N D

SRI NITIN KUMAR AGARWAL (PAN: AEDPA6872K), Son of Sri Nirmal Kumar Agarwal, Hindu by religion, business by occupation, resident of Mahavir Villa, Anand Vihar, Sevoke Road Siliguri, P.O. & P.S. Siliguri, Dist. Darjeeling, Pin - 734001, hereinafter called the "**SIXTH PARTY**" (Which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, successors, executors, legal representatives, administrators and assigns) of the "**SIXTH PART**".

WHEREAS the above named parties of the first to sixth parts were carrying on the business of real estate, residential and commercial building construction, development, promotion, sale/purchase of plot etc. under the trade name & style of "**NORTH BENGAL HOUSING DEVELOPMENT CO**", having its principal place of business at 5th Floor, Onkar Tower, Hill Cart Road, Siliguri - 734001 under a duly constituted deed of partnership dated 10th October, 2017 and reconstituted deed of partnership dated 25th January, 2018

AND WHEREAS party of first part has shown interest to reduce his share of profit in the partnership firm and party of fourth part has agreed to increase her share.

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

NOW THIS INDENTURE WITNESSETH as follows:

- 1] **THAT** the partnership business shall continue to be carried on under the trade name & style of "**NORTH BENGAL HOUSING DEVELOPMENT CO**", and/or any other name & style as the parties hereto may mutually agree and decide from time to time.
- 2] **THAT** the firm shall continue to carry on the business of real estate, residential and commercial building construction, development, promotion, sale/purchase of plot etc. and/or such other business/es as may be decided by the partners from time to time. The partners may discontinue one line of business and may also start the new line of business/es.
- 3] **THAT** the principal place of business of the firm shall continue to be situated at 5th Floor, Onkar Tower, Hill Cart Road, Siliguri - 734001 and/or at such place as the parties may decide from time to time. The partners may by mutual consent open branch or branches of the business at such place or places as they think fit.
- 4] **THAT** the Partnership shall be a partnership at **WILL** and **SHALL** continue till such time as the parties hereof shall agree.

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

07 OCT 2021

1. *Debasish Chakraborty*
2. *Rajan Kumar Singh*
3. *Sachin Singh*
4. *Praya Goyal*
5. *Nitin Singh*
6. *Nikhil Singh*



- 5] **THAT** the interest @ 12% p.a. or such rate/s as may be mutually settled by the partners from time to time in accordance with the rate prescribed under section 40(b) of Income Tax Act, 1961 and may be 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 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.
- 6] i) **THAT** it is mutually decided by the parties hereto that the parties of the first to sixth part hereto shall keep themselves actively engaged in conducting the affairs of the business of the partnership firm as working partner. It is hereby agreed that in consideration of the partner working in the partnership they shall be entitled to remuneration.
- ii) **THAT** in case of loss or lower income payment of remuneration to working partner can be NIL or at such lower rate as may be agreed to by and between the partners from time to time.
- iii) **THAT** the quantum of remuneration payable to working partners shall be computed in the manner as laid down in chapter IV-D of the Income Tax Act, 1961 which is as follows:
- (a) On the first Rs. 3,00,000/- of the book profit - Rs.1,50,000/- or at the rate of 90% of the book profit which is more.
- (b) On the balance of the book profit - At the rate of 60%.
- Remuneration payable, as aforesaid, shall be calculated at the close of the accounting year and shall be credited to the account of working partners. The working partners shall be entitled to withdraw out of remuneration for their personal needs from time to time.
- 7] **THAT** the net profit & loss of the business including that of capital gains or losses after providing for interest to the partners and remuneration to working partners, as aforesaid, shall be shared and apportioned between the parties as follows:

FIRST PARTY	:	7.5%
SECOND PARTY	:	25.0%
THIRD PARTY	:	25.0%
FOURTH PARTY	:	20.0%
FIFTH PARTY	:	12.5%
SIXTH PARTY	:	10.0%

1. Debasish Chakraborty
2. Rajan Kumar Singh
3. Sachin Saha
4. Prayag Broyal
5. Pranab Chakraborty
6. Nikhil K. Ghosh



- 8] **THAT** proper books of account to record all transactions 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 he thinks fit.
- 9] **THAT** each of the parties shall have equal control over the management and affairs of the said partnership business.
- 10] **THAT** the accounting year of the firm shall commence each year on the 1st day of April and expire on 31st March. The accounting year may be changed from time to time subject to the provisions of Income Tax Act, 1961.
- 11] **THAT** the Bank account or accounts 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 or accounts shall be operated under the signature of any of the party hereto.
- 12] **THAT** the parties 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.
- 13] **THAT** the deed of Conveyance to be executed in favour of Purchaser of immovable property shall be executed under the joint signature of any two partners hereto.
- 14] **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.
- 15] **THAT** 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 or other Authorities or in any other office or court and to sign, verify and present any plaint, petition, written statement, return, application for revision, memorandum of appeal and any other documents and to file tender, agreement, quotation etc. and to receive, withdraw, demand and recover any money or dues of the firm from any office, court, corporation, Bank, Central and State Governments, Society, Railways or any other body or individual and to appoint, empower or remove any legal practitioner and to execute all acts and deeds on behalf of the firm and bind other partners in all matters relating to partnership always in good faith and to keep other partners fully informed about such matters.

1. Hebantham Mulhija
2. Raman Kumar Singh
3. Sachin Singh
4. Praya Goyal
5. Hira Singh
6. Nishu K. Singh



- 16] **THAT** no partner shall sale, assign, mortgage or otherwise transfer his share in the partnership to the outsider without the consent of other partners hereto. In case any partner desires to sale, assign, transfer or mortgage his share or any part thereof in partnership he shall first offer the same to the other partners and if the other partners are not interested in the said assignment and/or otherwise to transfer, the said transferring partner may then with the consent of the other partners sale, assign, mortgage or otherwise transfer his or any part of his share in the partnership to the outsider/s.
- 17] **THAT** no partner shall without the consent of the other partners release or compound any debt owing to the firm or demolish security to the firm without receiving the full amount thereon or lend any money or goods otherwise than in the usual course of the business or do anything which may cause hardship to or go against the interest of the business of the firm.
- 18] **THAT** none of the partners shall be entitled to dissolve the partnership but if he so chooses, he may retire from the partnership by giving one month's notice in writing to the other partners of his intention to do so. In that event the other continuing partners shall be at liberty to admit such other person or persons to the partnership as may be thought fit and proper by them. The retiring party shall execute all such deeds and assurance as may be necessary to clothe the continuing partners to carry out the engagements of the firm.
- 19] **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 out going partner on the same terms and conditions unless otherwise agreed upon between them and such legal representatives or heirs.
- 20] **THAT** in the event of the retirement of any partner or the legal representatives or heirs not joining the firm as partner in the circumstances mentioned in clauses (20) above, the retiring partner or the legal representatives or heirs, as the case may be, shall be entitled to get share of profit up to the date of retirement or date of happening of event by which the party concerned become incapacitated to continue as a partner and the capital contributed by such outgoing partner as may appear on the books of the firm on the date of such event, such dues shall be paid within such period and may carry such interest, until repayment as may be determined mutually by the continuing partners and the retiring partner or such legal representatives or heirs, as the case may be.


Debashish Chakraborty
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1. Debabratram Mukherjee
2. Ravanan Kumar Singh
3. sachin Singh
4. Priya Goyal
5. Arjun Singh
6. Nisha K. Ghosh



- 21] **THAT** in case of any dispute arising out of the partnership or with respect to the interpretation of any terms and conditions recorded herein or with respect to the working of this agreement the matter shall be referred to the arbitrators under the provisions of the Arbitration and Conciliation Act, 1996 and the award of the arbitrators and/or umpire as the case may be shall be final and binding on all the parties.
- 22] **THAT** subject to the other clauses of the deed in case of any change in the constitution of the firm either by way of retirement or dissolution or in any other manner the goodwill will be valued under mutual consent of the parties hereof.
- 23] **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.
- 24] **THAT** any of the above terms and conditions 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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07 OCT 2021



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

WITNESSES :

1. Bikashkrishnakur
Siliguri (Saluguda)
734008

Debasish Chakraborty
FIRST PARTY

2. Swastup Chakraborty
Isheon mandir road,
Gitalpasta, Siliguri
734006

Ratan Kumar Singh
SECOND PARTY

Sachin

THIRD PARTY

Priya Goyal
FOURTH PARTY

Prati Bhatnagar
FIFTH PARTY

Nidhi K. Agrawal
SIXTH PARTY

Identified byme:

Chandan Haerora
Advocate / Siliguri

Debasish Chakraborty
Notary Govt. of India
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