RAMESH KR. AGARWAL
NOTARY
( Appointed by the Govt. of India)



Professional Address:
P.N.B. Building
Hill Cart Road
P.O. SILIGURI- 734401
Dist, DARJEELING
Phone: 9434006684, 9832619444

Serial No 5/30 - 8 - 2022

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:

DEED of PARTNERSHIP

PRIMA FACIE the annexed instrument 'A' appears to be the usual procedure serve and avail as needs or occasion shall or may require 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 SOLEMAN ADECDAY OF BEFORE ME ON DENTIFICATION

Ramesh Kr. Agarwal NOTARY SILIGURA

RAMESH KR. AGARWAL NOTARY

Regd. No. 929 /1997 The executent/s is/are identified by me:

Parametra Conla

**Notarial Stamp** 



পশ্চিম্বঙ্গ पश्चिम बंगाल WEST BENGAL

AC 543488

Mass orander odist

Rolly Novel

# DEED OF PARTNERSHIP

Contd.....p/2.

SOLEMNILY AFFIRMED & DECLARED BEFORE ME ON IDENTIFICATION

> Rangesh Kr. Agarwal NOTARY SILIGURI

PURCHASER Soldie 30,9,2021

PURCHASER Soldie 30,9,2021

Full Address

Total Value 50

Stamp Purchased from JPG Treasury-1

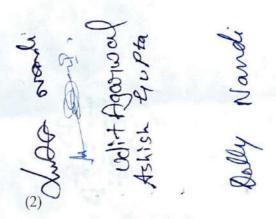
Total Value 50

STAMP VENDOR
JAYA RANI DAS
Licence No.1 of 99-2000
Addl. DSR Office, Raigani, Jalpaigur



পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAPUT, OF IND

AC 543491



THIS DEED OF PARTNERSHIP MADE ON THIS  $30^{\mathrm{TH}}$  DAY OF AUGUST, IN THE YEAR TWO THOUSAND TWENTY TWO.

Contd.....p/3.

SOLEMNLY AFVIRMED & DECLARED BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal NOTARY SILIGURI

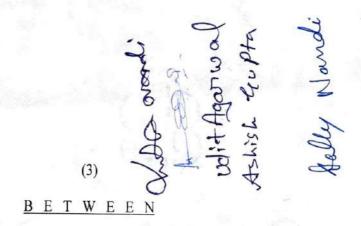
SLNO 15933	30,9,2021
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Full Address	Character
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STAMP VENDOR
JAYA RANI DAS
Licence No.1 of 99-2000
Addi. DSR Office, Raigani, Jalpaigur



পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL. OF

AC 543492



SRI LITON NANDI, Son of Late Sukumar Nandi, resident of 57, Ramkrishna Road, Ashram para, P.O. & P.S. Siliguri, District - Darjeeling, hereinafter called the FIRST PARTY (which term and expression shall mean and include unless excluded by or repugnant to the context his heirs, successors, executors, administrators, representatives and assigns) of the FIRST PART.

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SOLEMNLY AVERNIED & DECLARED BEFORE MZ ON IDENTIFICATION

NOTARY SILIGURI PURCHASER So Game and Tambers

Full Address

Total Value... So J

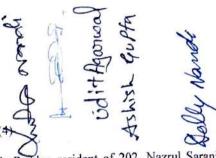
Stamp Purchased from JPG Treasury-1

STAMP VENDOR

JAYA RANI DAS

Licence No.1 of 99-2000

Addl DSR Office, Rajoani, Jahraigur



SRI PANKAJ PODDAR, Son of Sri Haripada Poddar, resident of 202, Nazrul Sarani, P.O. Rabindra Sarani, P.S. Bhakti Nagar, District - Jalpaiguri, hereinafter called the SECOND PARTY (which term and expression shall mean and include unless excluded by or repugnant to the context his heirs, successors, executors, administrators, representatives and assigns) of the SECOND PART.

SRI UDIT AGARWAL, Son of Sri Jaiprakash Agarwal, resident of Pranami Mandir Road. Sevoke Road, P.O. Rabindra Sarani, P.S. Bhakti Nagar, District - Jalpaiguri, hereinafter called the THIRD PARTY (which term and expression shall mean and include unless excluded by or repugnant to the context his heirs, successors, executors, administrators, representatives and assigns) of the THIRD PART.

SRI ASHISH GUPTA, Son of Sri Suresh Kumar Gupta, resident of Pranami Mandir Road, Sevoke Road, P.O. Rabindra Sarani, P.S. Bhakti Nagar, District - Jalpaiguri, hereinafter called the FOURTH PARTY (which term and expression shall mean and include unless excluded by or repugnant to the context his heirs, successors, executors, administrators, representatives and OTAL THE FOURTH PART.

#### AND

Rames SM FS-DOLLY NANDI, Wife of Sri Liton Nandi, resident of 57, Ramkrishna Road, Ashram ARE part 1980. & P.S. Siliguri, District - Darjeeling, hereinafter called the FIFTH PARTY (which Regc. No. heirs, successors, executors, administrators, representatives and assigns) of the FIFTH PART.

WHEREAS the First to Fifth parties herein above along with SMT. INDRAKSHI BASU, Daughter of Sri Sujit Basu, resident of Netaji Subhas Road, Subhas pally, P.O. & P.S. Siliguri, District -Darjeeling and MISS. RAJASHI BASU, Daughter of Sri Sujit Basu, resident of Netaji Subhas Road, Subhas pally, P.O. & P.S. Siliguri, District - Darjeeling (hereinafter called the 'retiring partners') have been carrying on a business in their partnership under the name and style of "SRI GANAPATI BUILDERS", under a duly executed deed of partnership dated 20/05/2022.

AND WHEREAS the "retiring partners" have expressed their intentions to retire from the said partnership business for some of their personal reasons.

AND WHEREAS the parties hereto of the First to Fifth parts (hereinafter called the continuing partners') have decided not to dissolve the partnership firm but to carry on the same in their partnership by reconstituting the same.

AND WHEREAS the above named parties to avoid future disputes, differences, complications etc. and for various other good reasons have deemed it expedient to reduce the terms and conditions of their partnership in writing and to have a duly executed fresh deed of partnership.

NOW THEREFORE, THIS DEED OF PARTNERSHIP WITHNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES:

1. NAME OF THE FIRM:

THAT the business of the partnership shall continue to be carried on under the name and style of "SRI GANAPATI BUILDERS".

2 COMMENCEMENT, DURAT	TION AND	OFFICE	:					
COMMENCEMENT, DURAT	partnership	business	shall	be	deemed	to	have	commenced
we.f. 20th May, 2022 and the date of this indenture.	hat this deed	of recons	tituted	part	nership sh	all h	ave ef	fect from the
date of this indenture.								

Ramesh Kr. Agarwal NOTARI RAPIREDRA



2> THAT the principal place of business of partnership shall be at "Kinjal - 11", Rabindra Nagar main Road, Near Rathkhola More, P.O. Rabindra Sarani, P.S. Siliguri, District - Darjeeling, Pin - 734006. The partners mutually agreeing may open/close any branch/s at any other place/s and may mutually agreeing shift the principal place of business from time to time.

#### 3. BUSINESS:

THAT the business of the partnership firm shall be that of a builder, developer and promoter. The partners mutually agreeing may embark upon any new line of business/es at any time.

### 4. CAPITAL AND FUNDS:

- a> That the capital of the partnership business has been / shall be contributed by the partners as and when require and shall consist of the sums standing to the credit of their accounts from time to time.
- b> THAT the partners for and on behalf of the firm shall be entitled to raise loan for the purpose of partnership business from any bank, financial institution, central or state government, private party etc., with mutual consent of all the partners.

#### 5. ACCOUNTS:

1> THAT the accounts of the firm shall be adjusted annually on 31<sup>st</sup> day of March, each year of the interval or period when the profit or loss as the case may be shall be ascertained and divided amongst the partners according to their share mentioned elsewhere in this deed.

THAT all papers and documents of the partnership firm shall be kept at the place or Regcollaces of business of the firm and all the partners shall at all reasonable time be entitled 929 to inspect of take copies or extracts thereof.

3. OHAT he accounts of the old partnership has been settled with the retiring partners and they have been given all their dues as on the date of this indenture. There is nothing due to them by the partnership firm.

### 6. BANK ACCOUNT:

THAT the bank account or accounts of the firm shall be operated under joint signatures of any two partners out of First, Second and Third parts or in such manner as may be decided by all the partners from time to time.

### 7. PROFIT / LOSS OF THE FIRM:

THAT the profit or loss determined at the end of every year or period, as the case may be, shall belong to and be borne by the partners in the following manners:

i)	First party12.5%
ii)	Second party25%
iii)	Third party25%
iv)	Fourth party25%
v)	Fifth party12.5%

# 8. RIGHT CLAUSE / FORBIDDEN CLAUSE:

1) THAT the partners shall be entitled:

ANED a Red and execute all acts and deeds on behalf of the partnership.

SOLEMNLY ANY MAN SOLEMN

b> To employ, dismiss, degrade or promote any employee or agent of the firm.

Ramesh Kr. Agar To submit any dispute relating to the business of the firm to arbitration.

NOTARY SILIGURI

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- d> To represent the firm before any government or non-government authorities and to appoint agents and attorneys and to fix up their remunerations and execute deeds and agreements and other papers and documents necessary to carry on the partnership firm, to receive payments and to grant discharge for the same etc..
- 2) THAT it is hereby agreed upon that the partners will be free to carry on any business of similar nature either as proprietorship concern or in partnership with others or in such manner as they deem fit without any objection from each other.
- 3) THAT the partners shall be just and faithful to each other and shall work for the best interest of the partnership business.
- 4) THAT each partner shall punctually pay and discharge his/her separate debts and liabilities and shall keep the firm and its properties effectually indemnified against the same.
- THAT each partner shall at all time give to the other partners the true information and . In the level anation of the matters relating to the partnership business.

6) THAT no partner without the consent of the other partners shall:-

Name a> employ any money, goods or effect of the partnership or pledge the credit thereof Ramesh Kr. Agan and ploy any money, goods or effect of the partnership or pledge the credit thereof Rege. No. the partnership. 929/1997

eneranto any bond or become bail or surety or security with or for any person or do TOF Thowingly cause or suffer to be done anything whereby the partnership property or any part thereof may be seized, attached or entered or taken into execution.

## 9. INTEREST/SALARY/REMUNERATION/COMMISSION ETC. TO PARTNERS:

a> INTEREST TO PARTNERS:

THAT the partners shall be entitled to get interest on their capital @12% per annum, unless otherwise mutually decided by them.

b> SALARY/REMUNERATION/COMMISSION ETC. TO PARTNERS

THAT all the partners shall be the working partners of the partnership firm who have agreed to keep themselves actively engaged in conducting the affairs of the business of the firm and mutually manage the workings of the firm. The aforesaid working partners shall be entitled to get remuneration / salary at the end of each year, in the following manner:-

1. If book profit is negative

: NIL

If book profit is positive : -

i) On first Rs.3,00,000/- of book profit

: Rs.1,50,000/- or 90% of

book SOLEMNLY AFFIRMED & DECLARED

profit, whichever is

more.

Remesh Kr. Agarwaii) On balance of book profit

BEFORE ME ON IDENTIFICATION

: 60% of book profit.

NOTARY

SILIGU The remuneration / Salary so arrived at in the aforesaid manner shall be given to the aforesaid working partners, in accordance to their profit sharing ratio.

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(It has been agreed by and between the partners that the term "book profit" shall have the same meaning as it has been defined in explanation 3 to section 40 (b) of the Income Tax. Act, 1961)

## 10. RETIREMENT / DISSOLUTION:

- A>THAT if any partner is willing to retire from the firm, he/she may do so by giving one month's notice in writing to the other partners and in such event the remaining partners shall be entitled to carry on the business of the firm in such manner, they like.
- B> THAT on the death of any partner during the continuance of the present partnership, the surviving partners shall be entitled to continue the business of the firm in partnership by admitting the heir or heirs or legal representative or representatives of the deceased partner, as a partner.

In case, the legal heir/s or representative/s is/are not willing, the surviving partners shall seentitled to carry on the business of the firm, by reconstituting the same in any manner,

11 OTHER GENERAL CLAUSE:

amesing a strength of the clause as referred to herein above may be altered and/or amended with Regd. Nothe mutual consent of all the partners.

Box aforesaid, the provisions of the Indian Partnership Act, 1932 as it stands 7. Of ame ded, revised, modified from time to time shall govern this partnership.

IN WITHNESS WHEREOF, the above named parties have signed these presents on the day, month and year first above written.

The 'retiring partners' have also put their signatures herein below as token of their consent / assent to this deed.

#### WITNESSES:

1. Biswajit Das clo. Late Amaali Mr. Das. Bhaxxt Nager, P.O. Rabondon Scarno, Siligun

2. Chandan Mandal clo Late Shyam Sundas Mandel Maar Madun Much Club, Bongaigaon.

1. - Indealeli Ban

2. Rojoshi Basll

(FIFTH PARTY) Dolly Nandi

was sand

( SECOND PARTY )

udit Agarwal

Ashish Gupta (FOURTH PARTY)

Drafted by me and typed

AFFIRMED & DECLARED BEFORE ME ON DENTIFICATION (Signature of Retiring Partners)

Ramesh Kr. Agarwa BILIGURI