

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)

TO ALL TO WHOM THESE PRESENTS shall come, I, Sri Ramesh Kr. Agarwal duly authorised 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 Paramita Guha 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' 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 30th Day of August in the year of Christ 2022

SOLEMNLY AFFIRMED & DECLARED BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal
NOTARY
SILIGURI

RAMESH KR. AGARWAL
NOTARY

Regd. No. 929/1997

The executent/s is/are identified by me :

Paramita Guha



Notarial Stamp

भारतीय गैर न्यायिक

पचास
रुपये
रु.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AC 543488

Rishi Mondal

Udit Agarwal
Ashish Gupta

Rishi Mondal

DEED OF PARTNERSHIP

Contd.....p/2.

SOLEMNL AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal
NOTARY
SILIGURI

Sl. NO. 15930 Date 30,9,2021
PURCHASER Sri Ganapati Builders'
Full Address [unclear] [unclear] [unclear]
Total Value 50/- (Fifty Only.)
Stamp Purchased from JPG Treasury-1 [unclear]

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





पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AC 543491

(2) *[Signature]*
[Signature]
Udit Agarwal
Ashish Gupta
[Signature]
Dolly Nandi

THIS DEED OF PARTNERSHIP MADE ON THIS 30TH DAY OF AUGUST,
IN THE YEAR TWO THOUSAND TWENTY TWO.

Contd.....p/3.

SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION

[Signature]

Ramesh Kr. Agarwal
NOTARY
SILIGURI

SL. NO. 15933 Date 30, 9, 2021

PURCHASER Sri Ganapati Builders'

Full Address _____

Total Value 50/- (Fifty Only)

Stamp Purchased from JPG Treasury 2021

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



भारतीय गैर न्यायिक

पचास
रुपये
रु.50

FIFTY
RUPEES
Rs.50

भारत

NOTARY

नियमव न्यत

INDIA

INDIA

INDIA

INDIA

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AC 543492

(3)

Liton Nandi
Wit Agarwal
Ashish Gupta
Lelly Nandi

B E T W E E N

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.

Contd.....p/4.



SOLEMNLY AFFIRMED & DECLARED
BEFORE ME ON IDENTIFICATION

Ramesh Kr. Agarwal
Ramesh Kr. Agarwal
NOTARY
SILIGURI

Sl. NO. 15934 Date: 30, 9, 2021
PURCHASER Sri Ganesh Builders
Full Address
Total Value 50/- (Fifty Rupees)
Stamp Purchased from JPG Treasury-1

STAMP VENDOR
JAYA RANI DAS
Licence No. 1 of 99-2000
Addl. DSA Office, Rajarani, Jalna





 Udit Agarwal
 Ashish Gupta
 Dolly Nandi

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 assigns) of the FOURTH PART.

AND



Name: SMT. DOLLY NANDI, Wife of Sri Liton Nandi, resident of 57, Ramkrishna Road, Ashram para, P.O. & P.S. Siliguri, District - Darjeeling, hereinafter called the FIFTH PARTY (which term and expression shall mean and include unless excluded by or repugnant to the context her 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 WITNESSETH 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, DURATION AND OFFICE :
 THAT the reconstituted partnership business shall be deemed to have commenced w.e.f. 20th May, 2022 and that this deed of reconstituted partnership shall have effect from the date of this indenture.

SOLENNLY AFFIRMED BEFORE ME ON IDENTIFICATION

Ramesh K. Agarwal
 NOTARY
 SILIGURI

(5) *[Handwritten signatures]*
 Udit Agarwal
 Ashish Gupta
 Debby Nanda

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 31st day of March, each year or on any other 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.



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

3> THAT the 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 party.....12.5%
- ii) Second party.....25%
- iii) Third party-----25%
- iv) Fourth party-----25%
- v) Fifth party-----12.5%

8. RIGHT CLAUSE / FORBIDDEN CLAUSE :

- 1) THAT the partners shall be entitled :
 - a> To do and execute all acts and deeds on behalf of the partnership.
 - b> To employ, dismiss, degrade or promote any employee or agent of the firm.
 - c> To submit any dispute relating to the business of the firm to arbitration.

SOLEMNLY AFFIRMED & DECLARED
 BEFORE ME ON IDENTIFICATION
[Signature]
 Ramesh Kr. Agarwal
 NOTARY
 SILIGURI

(6) *Udit Agarwal*
Ashish Gupta
Dolly Nandi

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.
- 5) THAT each partner shall at all time give to the other partners the true information and faithful explanation of the matters relating to the partnership business.



- 6) THAT no partner without the consent of the other partners shall:
 - a> employ any money, goods or effect of the partnership or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the partnership.
 - b> enter into any bond or become bail or surety or security with or for any person or do or knowingly 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
- 2. If book profit is positive : -
 - i) On first Rs.3,00,000/- of book profit : Rs.1,50,000/- or 90% of book profit, whichever is more.
 - ii) On balance of book profit : 60% of book profit.

SOLEMNLY AFFIRMED & DECLARED BEFORE ME, ON IDENTIFICATION

Ramesh Kr. Agarwal
 NOTARY
 SILIGURI

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.

- (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 be entitled to carry on the business of the firm, by reconstituting the same in any manner, they like.

11. OTHER GENERAL CLAUSE :

That any of the clause as referred to herein above may be altered and/or amended with the mutual consent of all the partners.

Save as aforesaid, the provisions of the Indian Partnership Act, 1932 as it stands amended, revised, modified from time to time shall govern this partnership.

IN WITNESS 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
c/o. Late Anjali W. Das.
Bhakt Nagar, P.O. Rabindra Sarani,
Siliguri.

2. Chandan Mandal
c/o Late Shyam Sunder Mandal
Near Natun Mukh Club,
Bongaigaon.

1. Indrakshi Basu
2. Rajoshi Basu

[Handwritten Signature]

(FIRST PARTY)

(SECOND PARTY)

[Handwritten Signature]
Udit Agarwal
(THIRD PARTY)

[Handwritten Signature]
Ashish Gupta
(FOURTH PARTY)

(FIFTH PARTY)

[Handwritten Signature]
Bally Nandi

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

[Handwritten Signature]

Ramesh Kr. Agarwal
NOTARY
SILIGURI

Drafted by me and typed in my office

[Handwritten Signature]
Paramita Guha
Advocate/Siliguri

