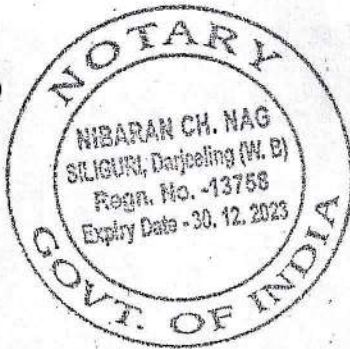
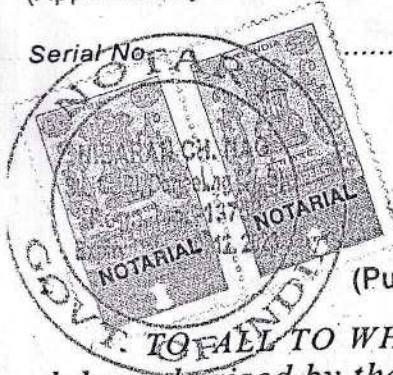


NIBARAN Ch. NAG (Advocate)  
Notary  
(Appointed by the Govt. of India)



Address :  
Gossainpur  
Bagdogra, Dist. Darjeeling  
West Bengal  
PIN - 734014  
Mob. No. +91 98320-43649

Serial No. ....



### NOTARY CERTIFICATE

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

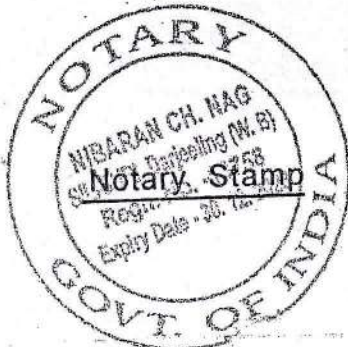
*TO ALL TO WHOM THESE PRESENTS shall come, I Sri Nibaran Ch. Nag duly authorised by the Government of India to practise as NOTARY do hereby verify, authenticate, certify & attest as under the execution of the instrument annexed hereto collectively marked 'A' on its being executed, admitted and identified by the respective signatories and as also by Sri / Smt. S. M. Islam 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 Partnership Deed*

*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 where of being required of a NOTARY, I, the said NOTARY do hereby subscribe my hand affix my seal of office at Siliguri on this the 11<sup>th</sup> day of November in the year of Christ 2019.....



*N. C. NAG*  
*16/11/19*  
NIBARAN CH. NAG  
Notary (Govt. of India)  
Regn. No. 13758  
Siliguri, Darjeeling (W. B.)

The executent is / s is / are identified by me.

*[Handwritten signature]*





WEST BENGAL

AB 14673

: 1 :

# DEED OF PARTNERSHIP





पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

Y 279721

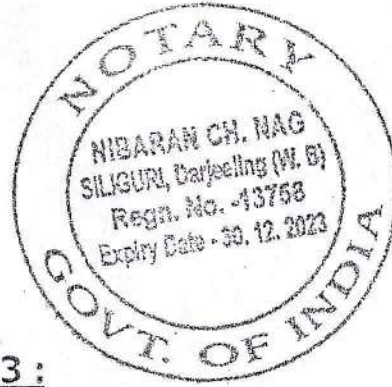


: 2 :

**THIS DEED OF PARTNERSHIP IS MADE THIS  
1<sup>ST</sup> DAY OF SEPTEMBER 2019 A.D.**



Mr. Taslim  
S/O Late Ali  
Saurab Ali  
Shibabrata Bardhan



: 3 :  
BETWEEN

**MD. TASLIM** , S/O- Abdul Majid , Muslim by religion, Business by occupation, resident of 26, Tapsia Road, P.O.& P.S.-Tiljala, in the District of South 24 Parganas, Pin-700039. West Bengal,, hereinafter called the **FIRST PARTNER** (Which expression shall mean and include unless excluded by or repugnant to the context be deemed to include his legal heirs, executors, administrators, successors, representatives , and assigns ) of the " **FIRST PARTY** .

AND

**MR. SOYAB ALI**, S/O-Late Mohammad Ali, Muslim by religion, Business by occupation, resident of Main Road, Upper Bagdogra, P.O.-Bagdogra, P.S.-Naxalbari now Bagdogra, in the District of Darjeeling, State of West Bengal Pin-734014, hereinafter called the **SECOND PARTNER** (Which expression shall mean and include unless excluded by or repugnant to the context be deemed to include his legal heirs, executors, administrators, successors, representatives , and assigns ) of the " **SECOND PARTY** .

AND

**MD. SAURAB ALI**, S/O-Late Mohammad Ali, Muslim by religion, Business by occupation, resident of Main Road, Upper Bagdogra, P.O.-Bagdogra, P.S.-Naxalbari now Bagdogra, in the District of Darjeeling, State of West Bengal Pin-734010, hereinafter called the **THIRD PARTNER** (Which expression shall mean and include unless excluded by or repugnant to the context be deemed to include his legal heirs, executors, administrators, successors, representatives , and assigns ) of the " **THIRD PARTY** .

AND

**MR. SHIBABRATA BARDHAN**, S/O-Mr. Sushil Chandra Bardhan, Hindu by religion, Business by occupation, resident of Vivekananda Pally, Upper Bagdogra, P.O.-Bagdogra, P.S.-Naxalbari now Bagdogra, in the District of Darjeeling, State of West Bengal Pin-734010, hereinafter called the **FOURTH PARTNER** (Which expression shall mean and include unless excluded by or repugnant to the context be deemed to include his legal heirs, executors, administrators, successors, representatives , and assigns ) of the " **FOURTH PARTY** .



MR. [Signature]  
S. J. 26 07.  
Sanub Ali  
S. J. 26 07.



: 4 :  
AND

**WHEREAS** the above mentioned First, Second, Third and Fourth Parties carries business under the name and style "**M/S DISHA CONSTRUCTIONS**" on mutual understanding between themselves i.e., orally on Partnership Basis.

AND

**WHEREAS** to avoid future misunderstanding and unpleasantness it has been thought fit , necessary and advisable for the benefit of parties to have proper written and executed Deed of Partnership containing all such terms and conditions already mutually agreed upon by the parties in relation to the said partnership business .

**NOW THIS DEED WITNESS** and the partners hereby mutually agree with as follows: -

- 01) **NAME & STYLE:** - That the partnership will be carried on under the name and style of "**M/S DISHA CONSTRUCTIONS**".
- 02) **PLACE OF BUSINESS:** - That the business of this partnership shall be carried on from Upper Bagdogra, Bagdogra, District Darjeeling, West Bengal -734014, which can be changed subsequently in the interest of the firm.
- 03) **DATE OF COMMENCEMENT:**

The date of commencement of the firm with its aforesaid business deemed to have commence on from 1<sup>st</sup> September 2019.

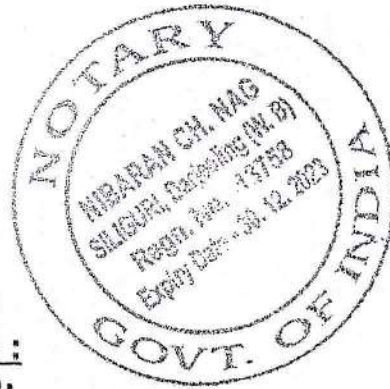
[Signature]

[Signature]

Mr. Tathu  
So Job A-1:

Saurabh Ar

Sibbirat. Banthan



: 5 :

**04) CONTINUANCE OF PARTNERSHIP:**

That the partnership shall be a partnership at will The parties above named have become Partners parties and shall continue to the partners/parties to carry on business until the expiration of 5 (Five) English Calendar months notice in writing to determine the partnership left by either partner /party from the other is served at the Registered Office of the firm or at the address given above and a copy thereof to Financial Institution /Banks by Registered Post which shall be deemed to have proper and sufficient service.

**05) CAPITAL :** -That the total capital of the Partnership Firm will be Rs.10,00,000/- (Rupees ten Lakh) only out of which Rs.2,00,000/- (Rupees two Lakh) only contributed by each partner No.-2 & 3 respectively and Rs.-3,00,000/- (Rupees three lacs) only contributed by each partner No.-1 & 4 respectively.

**06) NATURE OF BUSINESS :** - That the nature of business of this Partnership Firm shall be Developed the Property and Constructing Residential cum Commercial Flat or any other business as may be mutually decided by the partners from time to time.

**07) SALARY:**

Each working partners may charge salary maximum up to **Rs.- 3,000/-** per month by their mutual consent.

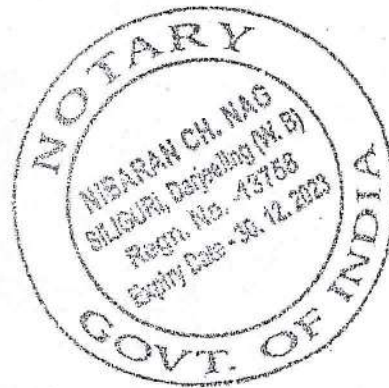
**08) SHARE OF PROFIT:**

The profit and losses of the partnership firm/business shall be distributed amongst the partners/parties as follows :-

**FIRST PARTY - 30% ,                      SECOND PARTY- 20%**  
**THIRD PARTY- 20% &                      FOURTH PARTY- 30%**



Ms. Tabbar  
Sohab A.I.  
Jawab An  
Shobin Barshan



: 6 :

**09) ACCOUNTS YEAR ACCOUNTS:**

- i) The accounting year of the Partnership Firm/business shall be followed as English Financial year i.e. starting from the 1<sup>st</sup> day of April and ending with the 31<sup>st</sup> day of March on the succeeding year.
- ii) The firm shall maintain proper books of accounts and the books of accounts documents , securities , vouchers, shall be kept in the principal office of the form and be open for inspection by partners/parties or their duly authorized agent .

**10) BANK ACCOUNT AND OPERATION :-**

- i) That the bank account /accounts is in the name of the firm be opened by in any Nationalised Bank or Banks at Siliguri or place or places as the partners/party may from time to time mutually agree upon .
- ii) The Bank account /accounts shall be operated by the Partner's jointly or minimum two partner of the aforesaid firm jointly .

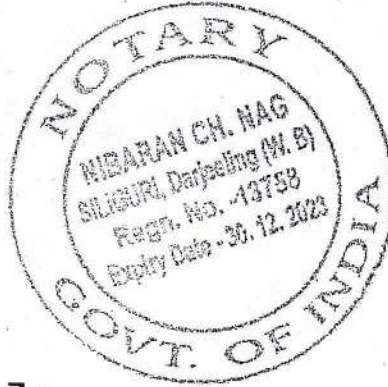
**11) AMENDMENTS OF DEED OF PARTNERSHIP :**

Any of the terms and conditions of this partnership deed may be varied altered , amend, or substituted or added to the mutual consent of the partners/parties in writing .

Md. Tahir  
Soyab (A):

Saurabh An

Sibanta Bantham

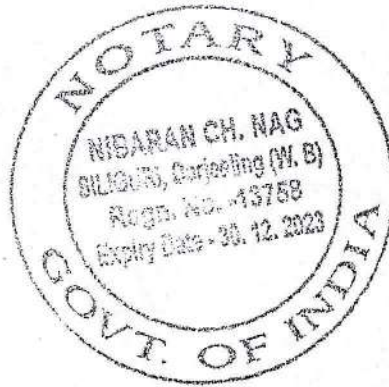


: 7 :

- 12) **WITHDRAWAL:** - That the withdrawal of any sum by way of expected profits from the banking account of the firm shall not be permitted without the consent of all of the partners in writing. The amount so withdrawn shall be adjusted in the share of profit of the withdrawing partner at the time of preparing the annual accounts of the profits and losses of the Partnership. In case the Partnership account do not exhibit a profit to the extend of such withdrawals, such excess of withdrawals shall have to be refunded forthwith by such partner.
- 13) **BANKING ACCOUNT:** - The Banker of the Partnership Firm shall be any Bank, Governed under the Banking Regulations Act, 1949 and all partnership money (not required for current expenses) shall be deposited in the account of the firm and the Bank account shall be operated any three of the partners jointly.
- 14) **YEAR:** - That the financial year of the firm shall be from 1<sup>st</sup> day of April of the current year to 31<sup>st</sup> March of the following year.
- 15) **DUTIES:** - That all the partners shall be true and just to one other in all their transactions and dealings and shall all times during the continuance of the partnership diligently and faithfully employ themselves in the conduct and manage of the business and the concerns of the partnership shall always act in the best interest of the firm.
- 16) **MANAGEMENT:** - That all the aforesaid partners will be the working partners and will look after the affairs of the business of the firm, maintenance of accounts, audit, tax matters and all works incidental or ancillary thereto diligently and honestly and to the best of their ability.



M.A. [Signature]  
So Job A1:  
Jasurb An  
Subrata Banthra



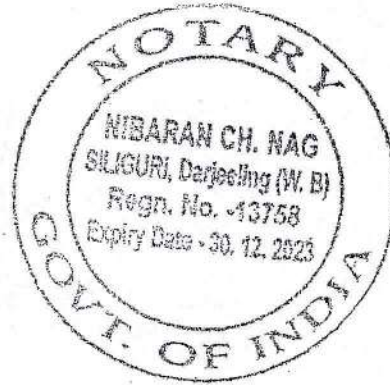
: 8 :

- 17) **INTEREST OF CAPITAL:** That the capital of the Partnership Firm shall be formed by contribution made by the parties hereto in the manner and to the extent decided by them mutually according to the need of the business. The firm may obtain loans and deposits to meet the requirements of the business. Interest will be paid on the amount of opening capital contributed by the partners as may be mutually decided by the partners subject to a maximum of 12% P.A. which can be reduced to a lower rate or even to zero in the interest of the **FIRM**.
  
- 18) **BINDINGS :** All acts, deeds and things done by the partnership shall be done by mutual consent and no partner shall be authorized or be at liberty to pledge, hypothecate or encumber the property, assets or stock-in-trade of the firm without the consent in writing of the other partners. All loans to be binding on the Firm shall be required to be executed and signed by all the partners personally or through their attorneys duly appointed on the behalf.
  
- 19) **DISSOLUTION /RETIREMENT :** That the partnership shall be one at will. Any partner can dissolve the Firm by giving six months notice in writing to the other partners provided the majority of them agrees to dissolve the same. The notice to retire shall be in writing and duly communicated to the other partners.
  
- 20) **INTRODUCTION :** No person can be introduced as a partner into the partnership without the unequivocal approbation of the existing partners.

[Handwritten signatures and scribbles at the bottom of the page]



Mr. [Signature]  
Soyab A/c  
Soyab A/c  
Soyab A/c



: 9 :

**21) RESTRICTION** : No partner shall without the consent in writing of the other partners: -

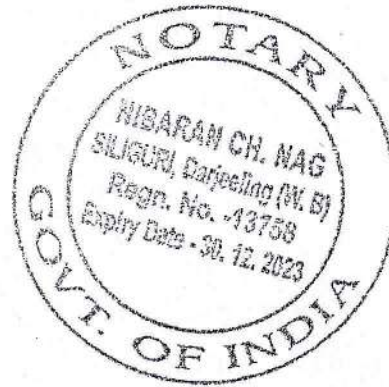
- (a) endorse or accept any note, bill of exchange or hundi or stand as surety, become bail or borrow any substantial loan or do or willingly suffer to be done anything to jeopardize the capital and/or assets of the Firm or hereby those may be attached or taken in execution.
- (b) borrow or except in case of gross misconduct, dismiss any employee;
- (c) compound, assign or release any debt of the partnership except upon payment in full; and
- (d) loan money or give credit to any person.

**22) NOTICE** : That all notice herein expressed to be given by any member to another or by the partnership to any member shall be given or sent by registered post at the address therein mentioned or such other address as may be recorded in the records of Firm and no notice shall be of less than 30 clear days.

**23) DECISION MAKING** : That in all matters relating to the management and conduct of the day to day business of the partnership, the unanimous decision of the Partners shall be preferable.



Mr. T. K. Saha  
Soyab Das  
Sourab Das  
Sibanta Banthia



: 10 :

- 24) **SETTLEMENT OF DISPUTE** : That subject to the provisions contained in that last preceding clauses, if any time any dispute, doubt or question shall arise between the said partners or their respective legal representatives, either on the construction of these presents or respecting the accounts, transactions, profits or losses of the business or otherwise in relation to the partnership, then any such dispute, doubt or question shall be referred to a panel of arbitrators appointed by each of the partners or their legal representatives, for decision by them or by the umpire to be appointed in the manner provided by law and all proceedings before such arbitrators or the umpire shall be governed by the provisions contained in the relevant Law of arbitration or any statutory modification thereof.
- 25) **RENT** :- That rent of the premises of business place shall pay through account payee cheque of the aforesaid firm .
- 26) **INTERPRETATION** : That in respect of matters not expressly provided herein, these shall be determined according to the provisions of the Indian Partnership Act, 1932, in force for the time being.
- 27) **DEATH** : If any party dies the other party shall be entitled to carry on the business admitting the legal heirs of the deceased partner . And the said partnership business shall not be dissolved . Immediately on such death of any party an account shall be prepared and the share of such deceased in the assets and profits in the partnership shall be paid to legal heirs or legal representatives by containing partner if the survived party desire to carry on such business .



Mr. T. S. S. S.  
No. 925  
Saurab A W  
Subin Banthia



: 11 :

**28) ARBITRATION :** That all the disputes and dis-agreement between the partners regarding any of the clause herein the General affairs of the business of the firm shall be settled in Arbitration according to provision of the Indian Arbitration Act 1940 or any statutory modification thereof .

**29) OTHER EXPENSES IF ANY :** That all type of expenses and taxes , rent , fees , electric charges, telephone bills, freight, fooding, labour, staff etc. in respect of business or firm and space premises or to its customers shall be borne by the firm .

**30) MISCELLANEOUS :**

- i) All staffs, and employees shall be appointed, dismissed or terminated by mutual consent of partners.
- ii) No Party alone shall mortgage or charge his or theirs shares in the properties of the firm .
- iii) To appoint any lawyer/Legal adviser or execute any Power of Attorney mutual consent of the partners shall be taken .

23.07.18/19  
NIBARAN CH. NAG

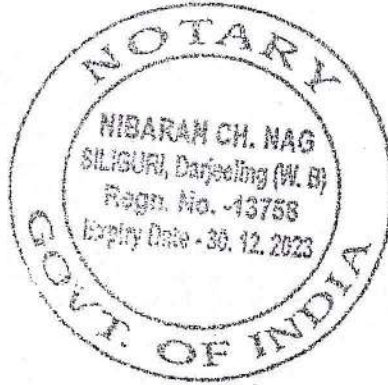


Mr. [Signature]

So [Signature]

[Signature]

Siliguri Banchan



: 12 :

iv) All the partners/parties shall faithfully , sincerely and delinquently discharge theirs duties and devote their sincere effort for the betterment of the partnership firm/business and not to do any act hereby a partnership or its valuable securities assets may be liable for any attachment , seizure or confiscation in any way .

v) Any of the partners/parties may appear/present before the Court of law or before Income tax or Sales tax Authority of it is necessary for and on behalf of the firm and to sign/execute any documents/papers as may be necessary from time to time .

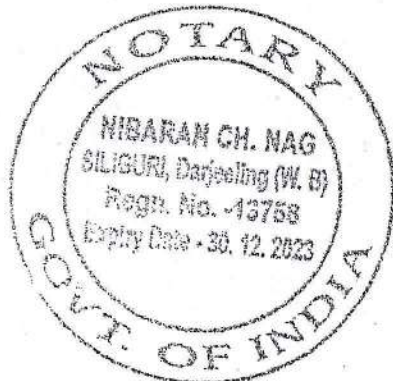
vi) Notwithstanding any thing content in these presents the provision of partnership Act.1932 shall be applied .

[Signature]  
NIBARAN CH. NAG  
Notary (Govt. of India)  
Regd. No. 13758  
Darjeeling (W.B.)

[Signature]



MR. [Signature]  
Sujit Das  
Sawab Ar  
Siddhartha Banerjee



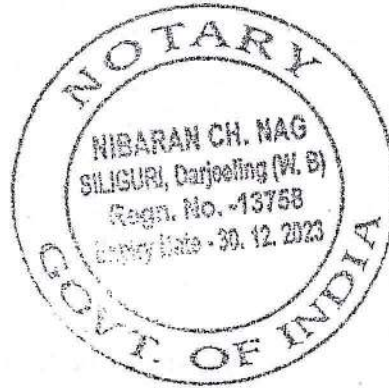
**: 12 :**

- iv) All the partners/parties shall faithfully , sincerely and delinquently discharge their duties and devote their sincere effort for the betterment of the partnership firm/business and not to do any act hereby a partnership or its valuable securities assets may be liable for any attachment , seizure or confiscation in any way .
  
- v) Any of the partners/parties may appear/present before the Court of law or before Income tax or Sales tax Authority of it is necessary for and on behalf of the firm and to sign/execute any documents/papers as may be necessary from time to time .
  
- vi) Notwithstanding any thing content in these presents the provision of partnership Act.1932 shall be applied .

27.11.19  
NIBARAN CH. NAG  
Notary (Govt. of India)  
Regd. No. 13758  
Siliguri (W.B.)

[Signature]





: 13 :

**IN WITNESS WHEREOF THE** partners have executed this Deed of partnership the day, month and year first above written.

**WITNESSES :**

1)

Mr. T. S. Sin  
(FIRST PARTNER)

2)

Soyab A. I.  
(SECOND PARTNER)

3)

Saanab A.  
(THIRD PARTNER)

Sudrat Barhan  
(FOURTH PARTNER)

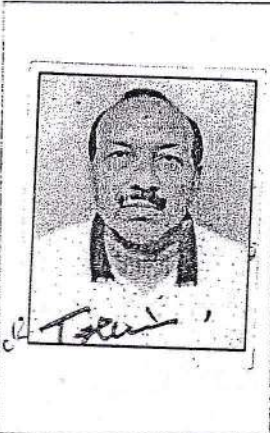










Drafted, read over and Explained by me and computerized in my office.

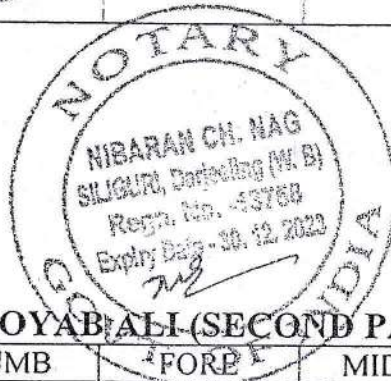
NIBARAN CH. NAG  
Notary (Govt. of India)  
Regd. No. 13758  
Siliguri, Darjeeling (W. B.)

(SHEIKH MAHIBUL ISLAM)  
ADVOCATE \* SILIGURI.  
ENROLLMENT NO.- WB13711/2002.














**MD. TASLIM (FIRST PARTY)**

PHOTO		THUMB	FORE	MIDDLE	RING	LITTLE
 <p><i>MD. Taslim</i></p>	L E F T					
	R I G H T					



*MD. Taslim*  
(Signature with date)












**MR. SOYABALI (SECOND PARTY)**

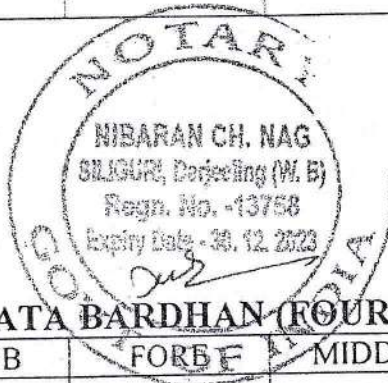
PHOTO		THUMB	FORE	MIDDLE	RING	LITTLE
 <p><i>Soyabali</i></p>	L E F T					
	R I G H T					

*Soyabali*














**MD. SAURAB ALI (THIRD PARTY)**

PHOTO		THUMB	FORE	MIDDLE	RING	LITTLE
 <p><i>Saurab Ali</i></p>	L E F T					
	R I G H T					



*Saurab Ali*  
 (Signature with date)

**MR. SHIBABRATA BARDHAN (FOURTH PARTY)**

PHOTO		THUMB	FORFE	MIDDLE	RING	LITTLE
 <p><i>Shib</i></p>	L E F T					
	R I G H T					

*Shibabrata Bardhan*