

ABIJEET SEN

BA (Law), LL.B., Advocate
NOTARY

(Appointed by Govt. of India)



Residence:

P.O. New Rangia (Via NBU)
Dist. Darjeeling, PIN-734013
Ph: 0353-2580860/2580358

Chamber:

N.C. Complex, Shivmandir
P.O. Kadamtala, Dist. Darjeeling
West Bengal, PIN-734011
Ph: 0353-2580358/
+919832095927

Serial No. an/201

Date 09/10/2018

NOTARIAL CERTIFICATE

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

To all whom these presents shall come I, Sri Abijeet Sen duly authorised by the Government of India to practice as NOTARY do hereby verify, authenticate, certify and 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. Shourik Das, Advocate, as to the matters contained therein presented before me.

Accordingly to that is to certify, authenticate and attest that the annexed instrument "A" is the



*An Original
Deed of partnership.*

Prima Facie The annexed instrument 'A' appears to be usual procedure to serve and avail as needs or occasions shall or may require for the same.

In faith and testimony whereof 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 09th day of November in the year of 2018

Solemnly Affirmed & Declared
before me on Identification

Abijeet Sen
ABIJEET SEN
Siliguri, Darjeeling
NOTARY
(Regd. No. 6804)

The Executant(s) is/are identified by me:

Shourik Das
ADVOCATE



Abijeet Sen
NB DEVELOPERS (PARTNER)
AS CONSTITUTED ATTORNEY OF
MAA POORNAGIRI ESTATES

NB DEVELOPERS (PARTNER)
AS CONSTITUTED ATTORNEY OF
MAA POORNAGIRI ESTATES

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA
INDIA NON JUDICIAL



पश्चिम बंगाल WEST BENGAL

M 834631



- 1) Sameer
- 2) Sunit Kumar
- 3) Madhulal Maadhya
- 4) Jayashree Das
- 5) Kirti
- 6) [Signature]
- 7) Ram Babu Roy
- 8) Brant Kar Palu

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP IS MADE ON THIS 5TH DAY OF NOVEMBER 2012

Abijeet Sen
NB DEVELOPERS (PARTNER)
AS CONSTITUTED ATTORNEY OF
MAA POORNAGIRI ESTATES

Solely Affirmed & Declared
before me on Identification

ABIJEET SEN
Notary (Govt. Of India)

NB DEVELOPERS (PARTNER)
AS CONSTITUTED ATTORNEY OF
MAA POORNAGIRI ESTATES

भारतीय गैर न्यायिक

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ONE HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

M 834632



1) Sangi.
 2) Sunit Kumar
 3) Madhulal Meedhys
 4) Jayashree Das
 5) K. S.
 6) [Signature]
 7) Rambachan Ray
 8) Banant Kumar Palai

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP IS MADE ON THIS 5TH DAY OF NOVEMBER 2012

MB DEVELOPERS (PARTNER)
AS CONSTITUTED ATTORNEY OF
MAA POORNAGIRI ESTATES

Solemnly Affirmed & Declared
before me on identification

[Signature]
ABIJEET SEN
Notary, (Govt. Of India)
Siti guri, Darjeeling

MB DEVELOPERS (PARTNER)
AS CONSTITUTED ATTORNEY OF
MAA POORNAGIRI ESTATES

1. Sagar
 2. Sunil Kumar
 3. Madanlal Mandhyani
 4. Jayashree Das
 5. Kimtani
 6. Ashok Kimtani
 7. Ram Babu Raj
 8. Prant Kumar Patra

BETWEEN

1. **SAGAR DHAMEJA**, S/O Sri Suresh Kumar Dhameja, Hindu by faith, business by occupation, resident of 57, Ashok Colony, Pilibhit, P.O- Pilibhit, Uttar Pradesh, - herein after called the "PARTNER NUMBER ONE " Which expression shall mean and include unless excluded by the repugnant to the context of his heirs, legal representative, executors, successors, administrators and assigns) **THE PARTY OF THE FIRST PART.**

2. **SUNIL KUMAR DHAMEJA**, S/O Sri Satish Dhameja, Hindu by faith, business by occupation, resident of 57, Ashok Colony, Pilibhit, P.O- Pilibhit, Uttar Pradesh, herein after called the "PARTNER NUMBER TWO " Which expression shall mean and include unless excluded by the repugnant to the context of his heirs, legal representative, executors, successors, administrators and assigns) **THE PARTY OF THE SECOND PART.**



3. **MADANLAL MANDHYANI**, S/O Late Teomal Mandhayani, Hindu by faith, business by occupation, resident of 3, Kanakdhara Apartment, Opposite of A.N. College, Boring Road, Patna- 800013, herein after called the "PARTNER NUMBER THREE " Which expression shall mean and include unless excluded by the repugnant to the context of his heirs, legal representative, executors, successors, administrators and assigns) **THE PARTY OF THE THIRD PART.**

4. **JAYASHREE DAS**, W/O Goutam Das, Hindu by faith, business by occupation, resident of Near Masjid, West Maligaon, P.O- Guwahati-II, Assam, herein after called the "PARTNER NUMBER FOUR " Which expression shall mean and include unless excluded by the repugnant to the context of her heirs, legal representative, executors, successors, administrators and assigns) **THE PARTY OF THE FOURTH PART.**

5. **ASHOK KIMTANI**, S/O Late Kishandas Kimtani, Hindu by faith, business by occupation, House No- 17, Ward No- 5, Greenpark Colony, Maligaon, P.O- Guwahati-II, Assam, herein after called the "PARTNER NUMBER FIVE " Which expression shall mean and include unless excluded by the repugnant

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 MAA POORVA REAL ESTATES

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Solemnly Affirmed & Declared before me on Identification

- 1) Sangeet
- 2) Sunil Kumar
- 3) Madanlal Mondal
- 4) Jayashree Das
- 5) Nidhi
- 6) Ram Babu Ray
- 7) Basant Kumar Patni

to the context of his heirs, legal representative, executors, successors, administrators and assigns) **THE PARTY OF THE FIFTH PART.**

6. **PARAN SAIKIA**, S/O Dharma Saikia, Hindu by faith, business by occupation, resident of 07 Lutuma, Binovanagar, Guwahati-781018 herein after called the "PARTNER NUMBER SIX" Which expression shall mean and include unless excluded by the repugnant to the context of his heirs, legal representative, executors, successors, administrators and assigns) **THE PARTY OF THE SIXTH PART.**



RAMBABU RAY, S/O Dasharath Ray, Hindu by faith, business by occupation, resident of Zeromile Gulabbagh, P.S- Sadar, Dist- Purnea, Bihar herein after called the "PARTNER NUMBER SEVEN" Which expression shall mean and include unless excluded by the repugnant to the context of his heirs, legal representative, executors, successors, administrators and assigns) **THE PARTY OF THE SEVENTH PART.**

8. **BASANT KUMAR PATNI**, S/O Phool Chand Jain, Hindu by faith, business by occupation, resident of Puja Apartment, S.C. Goswami Road, Panbazar, Guwahati herein after called the "PARTNER NUMBER EIGHT" Which expression shall mean and include unless excluded by the repugnant to the context of his heirs, legal representative, executors, successors, administrators and assigns) **THE PARTY OF THE EIGHTH PART.**

WHEREAS the parties have already started a partnership business for promotion, developer, contractor, repairing, remodeling of the land with building construction on or around the West Bengal or Indian under the name and style "MAA POORNAGIRI ESTATES" commencing on and from

NOW THIS DEED WITNESSETH AND THE PARTIES HEREBY AGREE AS FOLLOWS:-

- 1) That the parties here to shall constitute and become partners of the firm "MAA POORNAGIRI ESTATES" subject to the terms hereunder contained subject to such modification in its constitutions or objects clause as may hereinafter be agreed.
- 2) That the object of the partnership shall be developer of the land or building

I solemnly Affirmed & Declared before me on Identification

[Handwritten Signature]

[Handwritten Signature]
 AS DEVELOPERS (PARTNER)
 AS CONSTITUTED ATTORNEY OF
 MAA POORNAGIRI ESTATES

AS DEVELOPERS (PARTNER)
 AS CONSTITUTED ATTORNEY OF
 MAA POORNAGIRI ESTATES

1) Ganj
 2) Gopal Kumar
 3) Manoj Kumar
 4) Jayashree Desai
 5) Kanti
 6) [Signature]
 7) Ravi Babu Nay
 8) Brahma Kumar

firm's name only. The said name and object may be altered hereafter if so unanimously decided by all the partners constituting the firm.

- 3) The business of the partnership shall be carried on at Netaji Pally, P.O. Kadamtala, P.S Matigara, Dist- Darjeeling, etc or at such other places as the partners shall time to time determine.
- 4) The Capital investment will be contributed by all the present partners on profit sharing ratio and may change time to time under mutual understanding among the partners

That the net profit or loss of the firm after providing all expenses, interest on capital and bonus, salary and commission to partners will be shared in the following proportion.

First Party	:	15%
Second Party	:	10%
Third party	:	10%
Fourth Party	:	15%
Fifth Party	:	15%
Sixth Party	:	10%
Seventh Party	:	15%
Eight Party	:	10%

- 6) That for the benefit and interest of the partnership business any advance or loan may be taken from any person or financial institution / organization / nationalize bank or payment of interest on the said advance or loan as may be mutually agreed between them and the parties shall be jointly for the payment of such loan or advance according to the share of the partners.
- 7) That for any personal loan or liability of the individual party the firm shall not be liable for the payment thereof.
- 8) That necessary license including Trade License, to run the business partnership shall be taken out / obtained from the concerned authority in the name of the firm.

9) That the partnership firm shall maintain usual Books of Accounts and all paper, documents and accounts shall be maintained and kept at the office at Netaji Pally, P.O- Kadamtala, P.O- Matigara, Dist- Darjeeling, and be



[Signature]
 NB DEVELOPERS (PARTNER)
 AS CONSTITUTED ATTORNEY OF
 MAA POORNAGIRI ESTATES

Solely Affirmed & Declare before me on Identification

NB DEVELOPERS (PARTNER)
 AS CONSTITUTED ATTORNEY OF
 MAA POORNAGIRI ESTATES

1) *Sanjay*
 2) *Susil Kumar*
 3) *Maheshwar Mandal*
 4) *Jayashree Das*
 5) *K. J.*
 6) *Ram Babu Roy*
 7) *Basant Kumar Pal*

III) That every partner shall be just and faithful to each other in full transaction relating to the business and shall render a true and fair account of all dealing of the partnership business any one of the partner shall have the right in the control and management of the partnership business.

IV) That the death of any of the partners shall not dissolve the firm and the business shall be carried on by the surviving partners taking the legal heirs of the deceased partner, if they require.

i) That the partner shall be entitled to simple interest on their capital contribution in the firm as such rate or rates as may be mutually settled by the partners from time to time in accordance with the rates prescribed U/S 40 B of the Income Tax Act, 1961 not exceeding 12 % per annum or at the rate as may be in force in relevant financial year. Such interest shall be credited to the partners at the end of the accounting year as may be mutually settled by the partners. The fact of credit of interest as recorded in the books of account of the firm shall be deemed to be mutually consent of the parties hereto. The partners may be under mutual consent decide not to pay any interest on capital in the year when the profits are not sufficient or there is loss.

ii) That all the parties hereto shall be the working partners of the partnership firm. It is hereby agreed that in consideration of the parties hereto devoting their name and attention to the business of the partnership firm and working in the partnership firm. They shall be entitled to draw remunerations

a) The aggregate remuneration arrived at by applying the above formula shall be divided amongst all the partners in the following manner.

First Party	:	15%
Second Party	:	10%
Third party	:	10%
Fourth Party	:	15%
Fifth Party	:	15%
Sixth Party	:	10%
Seventh Party	:	15%
Eight Party	:	10%

Such remuneration shall be paid / credit to the partners at the end of each



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ABJEET

Anand
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 AS CONSTITUTED ATTORNEY OF
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NB DEVELOPERS (PARTNER)
 AS CONSTITUTED ATTORNEY OF
 MAA POORNAGIRI ESTATES

Sanyal
Sunid Kumar
M. P. Chatterjee
Jayachand Das
K. K. Das
Rambhadracharya
Banmit Kumar Das

by the partners and the facts of credit / payment of remuneration as recorded in the books of accounts of the firm shall be deemed to be the mutual consent of the parties hereto. The above scale of remuneration may be changed at any time with the consent of the partners.

b) The parties hereto shall not be entitled to draw any remuneration in the accounting period in which the partnership firm has suffered loss on the basis of the "book profit" as computed under provisions of the Income Tax 1961, referred to in (a) above.

c) The parties shall be entitled to increase or reduce the above remuneration and may agree not to pay remuneration to the working partner (s). The parties hereto may also agree to revise the mode of calculating the above said remuneration as may be agreed to by and between them from time to time.

The remuneration payable to the parties hereto shall be credit in their respective account that shall be entitled to draw their remuneration only after the end of the relevant accounting period. However nothing herein contained, shall preclude any of the parties hereto from drawing any account from the partnership firm against the amount standing to his capital and / or current or loan account or his share of profit for the relevant accounting year in such manner as may be decided by the parties hereto by mutual consent.

e) That with respect to the matters not specifically mentioned in this partnership deed, the provisions of Indian Partnership Act, shall be applicable.

f) That all disputes and differences regarding the partners which may arise during the continuation of the partnership business, their partners and or legal representatives with regard to the construction or interpretation of these presents shall be decided through process of the Court or by mutual understanding amongst the parties.

g) That all or any of the terms and conditions of this deed may be modified, altered or varied and any new terms and conditions may be added to by the mutual consent of the parties thereto.



Amarendra
 NB DEVELOPERS (PARTNER)
 AS CONSTITUTED ATTORNEY OF
 MAA POORNAGIRI ESTATES

Solemnly Affirmed & Declared before me on Identification

[Signature]

IN WITNESS WHEREOF, the parties hereto have set their respective hands on these presents in the presence of the following witnesses.

PLACE: SILIGURI

WITNESSES

1.

1. *[Signature]*

Signature of partner number one

2. *[Signature]*

Signature of partner number two

3. *[Signature]*

Signature of partner number three

4. *[Signature]*

Signature of partner number four

5. *[Signature]*

Signature of partner number five

6. *[Signature]*

Signature of partner number six

7. *[Signature]*

Signature of partner number seven

8. *[Signature]*

Signature of partner number eight



2.

[Signature]
NB DEVELOPERS (PARTNER)
AS CONSTITUTED ATTORNEY OF
MAA POORNAGIRI ESTATES

Solemnly Affirmed & Declared before me as Identification

[Signature]

Shouvik Das

[Signature]
Advocate Siliguri