

Kanchan Bhadra
Advocate

NOTARY
GOVT. OF INDIA



Office Address : Hawker's Corner
Stall No. B/33, Near "Gana Nitya" Office
No.1 Rail Gate, P.O. Siliguri, Pin-734001
Dist. Darjeeling, Mob . 9434871863

Residence : "Matri Bhawan" Bhaktinagar
(West), Deshpriya Sarani, W-No. 34,
Near satsangha Ashram, P.O. Bhaktinagar
Dist. Jalpaiguri, Pin-734007

Serial No.

Date.

Notarial Certificate

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

TO ALL TO WHOM THESE PRESENTS shall come I, **Kanchan Bhadra**,
duly authorised by the Government of India to practise as a NOTARY do hereby verify,
authenticate, certify, attest as under the execution of the instrument annexed here to
collectively marked "A" on its being executed, admitted and identified by the respective
Signatories and as also by Mr./Mrs./Miss S. Sarkar Adv
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 :

Deed of Admission of Partner

PRIMA FACIE the annexed instrument 'A' appears to be the usual procedure to
serve and avail as needs or occasions shall or may required for the same.

In faith and testimony where of being required of Notary, I, the said Notary
do hereby subscribe my hand and affix my seal of office at Siliguri on this the
..... 26th day of Jan 2024

The Executant/s is / are Identified by me :



NOTARY STAMP

Soumitra Sarkar
Advocate, Siliguri Court 25.01.2024

Kanchan Bhadra
Kanchan Bhadra
Apptd. by Govt. of India
NOTARY
Reg. No. 13784/2018
Siliguri, Dist. Darjeeling



पश्चिम बंगाल WEST BENGAL

AR 802613



[Signatures]
✓ Agnimitra Biswas
✓ Rohan Banik
✓ Soti Banik

DEED OF ADMISSION OF PARTNER

This Deed of admission of Partner made at Siliguri this the 15th January, 2024.

Contd.....P/2

Souvik Sankar
25.01.2024



KANCHAN BHADRA
Notary, Siliguri
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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AB 567509



-:2:-

BETWEEN

[Signatures]
Agnimitra Biswas
Rehan Barik
Sara Barik

SRI VASKAR BISWAS, SON OF LATE AJIT KUMAR BISWAS, by religion Hindu, by occupation Business, by Nationality Indian, resident of 94, Satyen Bose Road, Deshbandhu Para, Siliguri, P.O. Siliguri Town, P.S. Siliguri, Dist. Darjeeling, Pin – 734 004, hereinafter called the SECOND CONFIRMING PARTY (Which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, legal representative, administrators and assigns) of the FIRST PART.

AND

MISS AGNIMITRA BISWAS, DAUGHTER OF SRI VASKAR BISWAS, by religion Hindu, by occupation Business, by Nationality Indian, resident of 94, Satyen Bose Road, Deshbandhu Para, Siliguri, P.O. Siliguri Town, P.S. Siliguri, Dist. Darjeeling, Pin – 734 004, hereinafter called the FIRST CONFIRMING PARTY (Which expression shall mean and include unless excluded by or repugnant to the context her heirs, executors, successors, legal representative, administrators and assigns) of the SECOND PART.

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[Signature]
KANCHAN BHADRA
Notary, Siliguri
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2



[Signature]
25.01.2024



(Handwritten signatures of the parties)
Namdeb
Amita Dinesh
Rohan Banik
Dola Banik

-: 3 :-

AND

SRI ROHAN BANIK, SON OF SRI RATAN KUMAR BANIK, by religion Hindu, by occupation Business, by Nationality Indian, resident of H No.19, Lake Town, Shibram Sarani, Siliguri, P.O. Bhaktinagar, Dist. Jalpaiguri, Pin – 734 007, hereinafter called the **FIRST INCOMING PARTY** (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, legal representatives, administrators and assigns) of the **THIRD PART**.

AND

SMT DOLA BANIK, WIFE OF OF SRI RATAN KUMAR BANIK, by religion Hindu, by occupation Business, by Nationality Indian, resident of H No.19, Lake Town, Shibram Sarani, Siliguri, P.O. Bhaktinagar, Dist. Jalpaiguri, Pin – 734 007, hereinafter called the **SECOND INCOMING PARTY** (which expression shall mean and include unless excluded by or repugnant to the context her heirs, executors, successors, legal representatives, administrators and assigns) of the **FOURTH PART**.

AND

WHEREAS the parties of the first and second parts have been carrying on partnership business of Construction, Development & other allied business/ businesses under the name and style of “**SUNSHINE REALTORS**” by **Partnership Deed Dated 09-01-2023** having its office at 94, Satyen Bose Road, Deshbandhu Para, Siliguri, P.O. Siliguri Town, P.S. Siliguri, Dist. Darjeeling, Pin – 734 004, West Bengal.

AND

WHEREAS the partners of the first and second part have mutually decided and determined that the party of the third part and fourth part be taken as partners for the development and betterment of the partnership business by mutual assistance and cooperation.

AND

WHEREAS the party of the third part and fourth part has also expressed his/ her desire and willingness to enter into partnership.

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(Handwritten signature of Kanchan Bhadra)
KANCHAN BHADRA
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(Handwritten signature of Souvik Sarkar)
Souvik Sarkar
25.01.2024



-: 4 :-

AND

WHEREAS it is considered expedient to reduce the terms and conditions governing the partnership into writing in order to avoid any disputes and misunderstandings in future. Hence it is witnesseth and it is hereby mutually agreed as under :

1. **COMMENCEMENT:** That the partnership shall be deemed to have commenced from **15TH day of January, 2024** and shall be for an indefinite period and shall continue till it is determined.
2. **NAME:** That the name of the partnership shall continue to be **SUNSHINE REALTORS** or any other name or names as the partners may mutually decide from time to time.
3. **PLACE:** That the partnership business shall be carried on at 94, Satyen Bose Road, Deshbandhu Para, Siliguri, P.O. Siliguri Town, P.S. Siliguri, Dist. Darjeeling, Pin - 734 004, West Bengal or any other premises in addition to or in substitution of the aforesaid premises to which the parties hereto mutually agree from time to time.
4. **OBJECTS :** That the business is formed with the object of dealing with business of Construction, Development & other allied business/ businesses and the partnership may also undertake and shall always be competent to extend their business in any other line or type of business as may be mutually decided upon by the partners from time to time.
5. **TERM / DURATION :** That the duration of the partnership is not limited to any period of time, nor shall it be a partnership at will but shall continue until determined in accordance with the terms hereinafter contained.
6. **CAPITAL :** That the Capital of the partnership business on and when considered to be necessary and expedient for the purpose of carrying on business of partnership shall be contributed by the partners in the proportions as may be mutually agreed upon .

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Souvik Sankar
Advocate, Siliguri
25.01.2024



- : 5 :-

Handwritten signatures of partners:
Agnimitra Biswas
Rohan Banik
Dola Banik

7. **SHARE** : That the shares of the partners hereto in the net profit and losses of the firm shall be as follows namely :

1) Miss Agnimitra Biswas	16.67 %
2) Sri Vaskar Biswas	16.66 %
3) Sri Rohan Banik	33.34 %
4) Smt Dola Banik	33.33 %

Total	100.00 %
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8. **WITHDRAWALS** : That the parties may by mutual consent make withdrawals from time to time for their personal needs and requirements which shall be treated as their drawings and be adjusted against the share of profit accruing to them at the end of each year.

9. **OPENING AND OPERATION OF BANK ACCOUNTS** : That the firm shall maintain one or more than one banking account with one or more than one bank of repute, as may be decided upon by the parties for the time being of the firm, and such account or accounts shall be operated by any two (2) partners including the power to overdraw any such account, as may be indicated in the instructions to the banks, given by the firm from time to time.

10. **ACCOUNTS** : That all the necessary and proper accounts as are commonly maintained in this line of business shall be maintained and caused to be maintained by the partners and entries shall be made therein of all such transaction as are usually entered in the books of account.

11. **ANNUAL ACCOUNTS** : That the accounts shall be opened annually on the 1st day of April of every year and closed on the 31st day of March of the following year.

12. **MANAGEMENT** : That the partnership shall be managed and supervised by all parties and all partners shall be liable to do all the acts of the day to day business for the firm and to appear before any authority on behalf of the firm.

13. **BORROWINGS** : The partners of the firm may borrow in time to time after taking written consent from the other partner from Persons, Firms, Companies, Bank or any Financial Institutions such money as may be required for the Purpose and benefit of the business of Partnership firm.

Handwritten signature of Kanchan Bhadra
KANCHAN BHADRA
Notary, Siliguri
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Handwritten signature of Subhik Sarkar
SUBHIK SARKAR
Advocate, Siliguri
25.03.2024



- : 6 :-

Nandini
Amita Biswas
Rohan Banik
Sola Banik

14. **STIPULATIONS** : Each partner shall :

- a) Punctually pay their separate debts, and indemnity to the other partners and the assets of the firm against the same and all expenses of account thereof.
- b) Forthwith pay all money, cheques and negotiable instrument received by them on account of the firm into the Bank account of the firm.
- c) Render proper explanations of all matters relating to the affairs of the partnership and offer every assistance in their powers in carrying on business for mutual advantage of both the partners.
- d) Be just and loyal to the firm and to the partners in all transactions relating to the firm and shall at all times give to the firm a just and proper explanation and account of the same without any concealment of or suppression of and shall furnish on request a full and correct explanation thereof to the partners.

15. **STIPULATIONS** : No individual partner of the firm shall without the consent in writing to the other partner be entitled to -

- a) Admit any liability in a suit or proceedings against the firm.
- b) Compromise or relinquish any claim or portion of a claim by the firm.
- c) Transfer immovable property belonging to the firm.
- d) Lend to any outsider any money belonging to the firm.
- e) Take a lease or acquire immovable property on behalf of the firm.
- f) Appoint any employee in or dismiss any employee of the firm.
- g) Operate Bank account on behalf of the firm in their own name.
- h) Withdraw a suit or proceeding filed on behalf of the firm.
- i) Assign, mortgage or charge his/ her share of interest in the firm wholly or in part to any outsider.

16. **STIPULATIONS** : That all the partners shall be entitled for and on behalf of the firm to :

- a) Execute any deed of agreement.
- b) Sign and submit tender forms.
- c) Sign bills, documents and all sorts of official papers.
- d) Receive payments through cheques or cash and grant valid acknowledgement.
- e) Appear, represent and act in any court of law, before all the tax authorities, departments, offices, sign power of attorney authorize any lawyer and appoint any auditor.
- f) Deposit and withdraw earnest money deposited in the name of the firm to and from any offices, Government departments and other organizations or institutions.

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Soubhik Sankar
25.01.2024





-: 7 :-

[Handwritten signatures]
Agnimitra Biswas
Rohan Banik
Dola Banik

17. **DEATH** : In case of death of any of the parties, the legal heirs shall be entitled to become the partner of the firm along with the surviving partner. In case the legal heirs are not ready to become the partner, then an assessment of all the assets and liabilities of the firm shall be made as on the date of the death and the balance of the capital as well as the profit / loss shall be paid to the legal heir as per the books of account of the firm and as per the assessment made.

18. **MISCONDUCT** : If any partner of the firm as guilty of any misconduct affecting the firm or the other parties, the other parties may notify in writing to such party who shall make amendment for such misconduct to the satisfaction of the other parties within a reasonable time of such notice otherwise, he shall be deemed to have automatically retired from the partnership of the firm and his rights and liabilities shall have been determined accordingly as provided already.

19. **TERMINATIONS** : That any partner may retire from the firm by giving one (1) month notice. However, the accounts of the retiring partner shall be determined only after the closing of the accounting year and the share of profit and/ or loss of the retiring partner shall be determined proportionately for the period for which the retiring partner continued as a partner.

20. **NOTICE** : Any notice hereby required authorized to be given to any of the partners sufficiently given by leaving the same addressed to him at the firm or by sending the same by registered post to their unusual or last known address.

21. **REMUNERATION OF PARTNERS** : (A) That all the partners shall act as the working partners. They will be actively engaged in looking after, attending to supervising the business of the partnership diligently and to the ability for which the remuneration payable to them by partnership firm at the end of each year shall be as under :-

That in each year the maximum total remuneration payable by the firm to all the partners shall first be calculated according to the provision as laid down in The Income Tax Act, 1961. Thereafter any payment of salary, Bonus, commission as remuneration payable to each partner individually shall be calculated in the following percentage of the said maximum total remuneration :-

1) Miss Agnimitra Biswas	16.67 %
2) Sri Vaskar Biswas	16.66 %
3) Sri Rohan Banik	33.34 %
4) Smt Dola Banik	33.33 %
Total	100.00 %

(B) That the remuneration may be changed in future if agreed mutually.

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KANCHAN BHADRA
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25.01.2024



:- 8 :-

Naresh
Amita Biswas
Rohan Banik
Sela Banik

(C) The remuneration payable to working partners shall be computed on the Book Profit as in explanation - 3 to section 40 (b)(v) of the Income Tax Act, 1961 including any other applicable provisions and statutory modifications thereon as may be enforced in the following manner :

- (1) On the first Rs. 3,00,000 of the Book Profit or in case of a loss : Rs. 1,50,000.00 or at the rate of 90% of the Book profit, whichever is more ;
- (2) On the balance of the Book Profit : at the rate of 60% ;

Provided that in case of loss, payment of remuneration to the working partners shall be Nil . If the Book Profit is less than Rs. 1,50,000.00 then the amount of such Book Profit shall be taken to be the total remuneration to be distributed between the working partners in the manner laid down above.

Such remuneration shall be calculated at the end of the accounting year or any period upto which accounts are drawn and shall be credited to the each partners Capital Account.

22. **INTEREST ON CAPITAL** : That the interest on capital shall be paid on the respective credit balance of each partners Capital Accounts standing at the beginning of the accounting year upto the end of the accounting year or period at the maximum rate of simple interest allowable for the time being under section 40 (b) (iv) of the Income Tax Act, 1961 (as amended from time to time) .

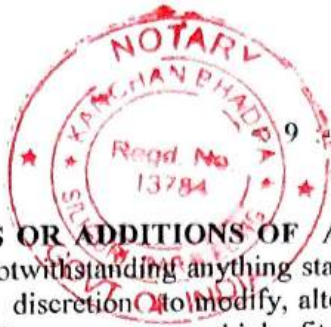
23. **ARBITRATION** : If any disputes shall arise between the partnership to in respect of the conduct of the business of partnership or enforcement of any of the terms and conditions of the deed in respect of any other matter cause or things whatsoever to herein other wise provided for adjudication to the arbitration Act, 1940 or any statutory amendment or modification or re/enactment thereon for the time being in force whose decision shall be binding on the parties and their legal representatives.

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Sankar
25.01.2024



24. ALTERATIONS OR ADDITIONS OF ANY CLAUSE OF THE PARTNERSHIP DEED : Notwithstanding anything stated or provided herein the parties shall have full powers and discretion to modify, alter or verify the terms and conditions of The Partnership Deed in any manner think fit by mutual consent which shall be reduced to writing shall become appendages and part of this Deed.

25. GENERAL : That in all respects other than those provided from herein this partnership shall be governed by the Indian Partnership Act, 1932.

IN WITNESS WHEREOF the parties hereunto set and subscribed their respective hands on the day, money and year first hereinabove written.

WITNESSES :-

✓ 1. Chitra Singh
Bakupara, Siliguri

✓ 2. Rohan Kr Banik
Lake town, Shivrang sarani
Siliguri, Dist- Jalpaiguri

EXECUTANTS :

✓ [Signature]
(First Confirming Party)
SRI VASKAR BISWAS

✓ Agimitra Biswas
(Second Confirming Party)
MISS AGNIMITRA BISWAS

✓ Rohan Banik
(First Incoming Party)
SRI ROHAN BANIK

✓ Dola Banik
(Second Incoming Party)
SMT DOLA BANIK

Drafted and Identified by me.

[Signature]
KANCHAN BHADRA
Notary, Siliguri
Apptd by Govt. of India

Souvik Sarkar
25.01.2024