NOTARIAL CERTIFICATE

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

	1752
Serial No. 07	2 1 SEP 7023
	Date:



TO ALL TO WHOM THESE PRESENTS shall come, I Sri Prosenjit Roy duly authorised by the Govt. of West Bengal to practice as a NOTARY do hereby verify, authenticate, certify, attest, as under the execution of the instrument annexed hereto collectively marked 'A' in its being executed, admitted and identified by the respective signatories and as also by Sri

Between
Jay Der JLa

Hilta JLa

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



NOTARIAL STAMP

Prosenjit Roy NOTARY Regd. No. 142/2022 Raiganj, Uttar Dinajpur

PROSENJIT ROY NOTARY, Regd. No.-142/2022 (W.B.) Raiganj, Uttar Dinajpur



निध्यक्त पश्चिम बंगाल WEST BENGAL

AK 757394

Before the Notary Public Uttar Dinajpur at Raiganj

Taylor Ta

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made on this 21st day of September 2023.

AMONGST

- MR. JAY DEV JHA, S/o. Late Upendra Nath Jha, PAN AEKPJ8969F, AADHAAR NO. 691763856422, Mob 7550861289, Email jaydevjha1965@gmail.com, by faith Hindu, by Nationality Indian, by profession Business, resident of Ukilpara, P.O. & P.S. Raiganj, Dist. Uttar Dinajpur, Pin 733134, West Bengal, India, hereinafter referred to as FIRST PARTNER and this term include his heirs and successors, executors and assigns unless repugnant to the context otherwise;
- 2. MRS. ANITA JHA, W/o. Mr. Jay Dev Jha, PAN BAMPJ4749J, AADHAAR NO. 3433 5274 1758, Email ajha48174@gmail.com, by faith Hindu, by Nationality Indian, by profession Business, resident of Ukilpara, P.O. & P.S. Raiganj, Dist. Uttar Dinajpur, Pin 733134, West Bengal, India hereinafter referred to as <u>SECOND PARTNER</u> and this term include his heirs and successors, executors and assigns unless repugnant to the context otherwise;

Cont. Page No.2

SUBRATA HASAK Advocate Bidrohi More, Raiganj, U/D



TUSE # SEP 2029

SI No. 2905 Date 21/9/23 Name: Way Dev Uhas others.

VIII.: UKilpana. Dist. UID

Venders Name

Secretary U/D Dist. Bar Aseociation

Signature of Vender

Baiore the Notary Public Urter Dinalpur at Raigani

DEED OF PARTNERSHIP

AMONGST.

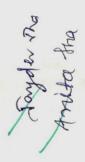
- 1. MR. JAY DEV JHA, S/o. Late Upendra Nath fha, PAN AEKPJ8969F, AADHAAR faith Hindu, by Nationality Indian, by profession Business, resident of Ukilpara, P.O. & P.S. Raigani, Dist. Uttar Dinajpur, Pin - 733134, West Ben, al. India, hereinafter referred to as FIRST PARTNER and this term include his heirs and successors executions and assigns unles reprignant to the context otherwise
- MRS. ANITA THA, W/o. Mt. my Dev Jha. PAN BAMPJA7491. AADHAAR NO.





পশ্চিম্বতি परिवेस बंगाल WEST BENGAL

AD 287109



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WHAREAS the aforesaid parties have their willingness to start a Partnership Business under the name and style of "**J & S. DEVELOPER**" office at Ukilpara, P.O. & P.S. Raiganj, Dist. Uttar Dinajpur, Pin – 733134, West Bengal, to carry on the business dealing in "CONSTRUCTION, SUPPLIER & REAL - ESTATE BUSINESS".

AND WHAREAS it has been thought expedient to engross the terms and conditions of the partnership as a Written Instrument to avoid future dispute and misunderstanding which may arise in future amongst the partners.

Cont Page No. 3

SUBRATA BASAK Advocate Bidrohi More, Raiganj, U/D PROSENJIT/ROY
PROSENJIT/ROY
PROSENJIT/ROY
Raiganj, Uttar Pinajp:

SI. No. 2906 Date 21/9/28

Name: Joz Der Tha Sothers.

VIII.: UKILPURSA

Dist. UKILPURSA

Dist. UKILPURSA

U/D Dist. Bar Association

Signature of Vender

AD 287109

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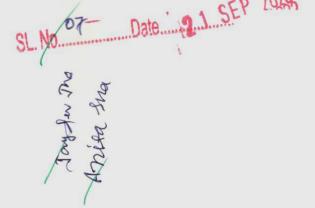
WHAREAS the aforesaid parties have their willingness to start a Partnership Business under the name and style of "J & S. DEVELOPER" office at Ukilpara. P.O. & P.S. Raiganj, Dist. Uttar Dinajpur, Prn – 733134, West Bengal, to carry on the business dealing in "CONSTRUCTION, SUPPLIER & REAL - ESTATE BUSINESS".

AND WHAREAS it has been thought expedient to engross the terms and conditions of the partnership as a Weitten Instrument to avoid future dispute and misunderstanding which may arise in future amongst the partners.

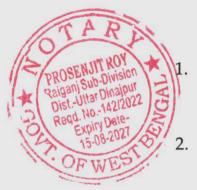
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Now This Indenture Witnesseth As Follows:-

COMMENCEMENT: The Partnership shall commence on and from the 21st day of September 2023 and shall continue to be carried on until otherwise determined by the partners mutually.

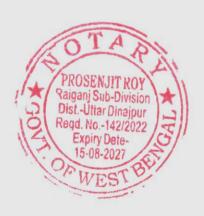
- **NAME AND STYLE**: The name and style of the Partnership business shall be "J & S. DEVELOPER" and / or such other name or names as the partners may mutually agreed and decide from time to time.
- 3. PLACE OF BUSINESS: The business shall be carried on at "J & S. DEVELOPER" office at Ukilpara, P.O. & P.S. Raiganj, Dist. Uttar Dinajpur, Pin 733134, West Bengal, or at such other place or places as the partners may be mutually agree and decide from time to time.
- 4. **Business**: The business of the Partnership shall be of "CONSTRUCTION, SUPPLIER & REAL ESTATE BUSINESS" and of such other item or items as may be mutually agreed and decide from time to time.
- 5. **CAPITAL**:- The capital of the Partnership business shall be contributed by the partners to the following manner appearing in the books of accounts of the firm standing to the credit of each partner and all the partners shall the entitled to get interest on the capital at the rate mutually agreed by the partners and as provided by law.
 - 4. **EXPEL:** Any partner may be expelled from the partnership after giving him opportunity to explain his conduct or allegations against him as regards fraudulent conduct misappropriation manipulation of accounts making secret profits or carrying on some other business competitive to the business of the firm or utilizing the know how and particulars of customers of the firm.
- 7. **SALE OR MORTGAGE OF THE SHARE:-** Every Partner Shall have right to sale or mortgage his/her share or interest, but such partner, before selling or mortgaging it to a stranger, shall make the offer by registered

Cont Page No. 4

SUBRATA BASAK Advocate Bidrobi More, Raiganj, U/D

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PROSENUT ROY
NOTARY, Regd. No.-142/2022
Paigani, Uttar Dinay





letter to the other partners who shall have the first option to purchase the share at a valuation to be made. The Auditor shall value the share of the partner concerned on the basis of the Balance Sheet of the firm and in the event the outgoing partner does not agree to such valuation then he may get the share valued and he / she should be paid the average of the two valuations and such payment would be made in four half yearly instalments.

8. **SHARE**: The profit and loss of the business shall be divided and borne among and by the partners to the following proportion i.e.

1.	MR. JAY DEV JHA	60%
2.	MRS. ANITA JHA	40%

9. **Bank Account**: That the bankers of the firm shall be any Nationalized Bank / Private sector Bank / Co-operative Bank or such other bankers as the partners shall from time to time mutually agreed upon. The partners have got authority to take loan from any Bank authority but the partnership deed or its partners will remain partners of the firm till the satisfaction of loan in case of the partners or the firm take(s) loan from the bank or any financial corporation.

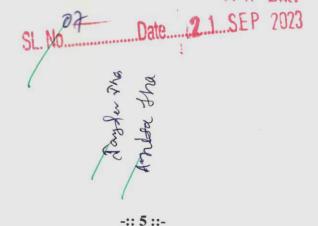
The bank account will be opened and operated by Jay Dev Jha (1st Partner) individually on behalf of above mentioned partnership firm.

- 10. **Accounting Period**: The accounting period of the Partnership shall be from the 1st day of April to the 31st day of March of the next year which may subsequently be changed by mutual consent of the both partners.
- 11. MAINTENANCE THE WORKS OF ACCOUNTS: Proper books of account shall be maintained and kept of the Partnership business and of all dealings and transactions thereof and entries therein shall be made of all receipts, payments and other matters as are usually done entered in

Cont Page No. 5

SUBRATA BASAK Advocate Bidrohi More, Raiganj, U/D

PROSENUT ROY
NOTARY, Regd. No.-142/2022
Raiganj, Uttar Dinajpu



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Raiganj Sub-Division
Dist.-Uttar Dinajpur
Regd. No.-142/2022
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the books of accounts kept by the persons having knowledge and experience in the similar business/nature. All partners shall be entitled to inspect, examine the aforesaid books of accounts and take necessary extracts therefore.

12. **LOAN**: Interest on loan shall be allowed to the partners for the amount given by the partners will be mutually decided upon by the all of the partners from time to time. However all the partners may agree to take loan and other credit facilities from any Bank of India.

13. WARRANTIES:

Each partner shall -

- a) Work for greatest common goal of the Partnership and shall not act in a manner harmful or detrimental to the best interest of the concern.
- b) Punctually pay his / her personal or separate debts and indemnify the other and the partnership firm or the assets thereof against the same and all expenses on account thereof against the same or to be occasioned thereby.
- c) Be just and faithful to the others.
- d) Furnish at all times to the other true and faithful information of all matters relating to the affairs of the Partnership.
- e) Afford every possible assistance and exercise reasonable diligence in the carrying of the business to their mutual advantage.

14. CONDITIONS:

None of the Partner shall without written account of the other:-

- a) Mortgage or charge his share in the said Partnership business.
- b) Draw, accept or endorse any bill of exchange, cheque, Promissory note on behalf of the business accounts the said. Partnership firm except in the usual course of & for the purpose of the business.
- c) Employ any of the goods or effects belonging to the said partnership business thereof in any manner or thing except the account of the said partnership business.

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SUBRATA BASAK Advocate Bidrohi More, Raiganj, U/D

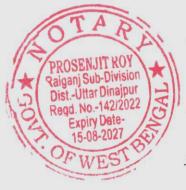
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NOTARY, Regd. No.-142/2022

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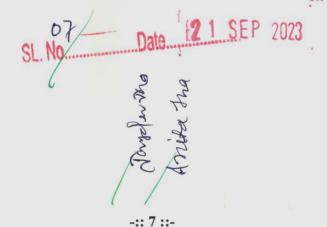
- d) Lend money or delivery upon credit any of the goods belonging to said partnership business to any persons from the others partners has forbidden him to trust.
- e) Enter on behalf of the firm into any wagering contract, hazer dons or speculative undertaking.
- f) Pledged, Pawn, assign or otherwise use the assets and credit of the Partnership business for personal or private ends.
- g) Either directly or indirectly engage or be concerned or interested in any business or undertaking as may be competitive, repugnant or detrimental to the present Partnership business.
- h) Raise any loan for the Partnership business provides always that loan shall not bind upon the firm unless it is entered for its purposes. Further no personal loss or liability of any partner shall be binding on the business of the partnership.
- 15. **DEATH**:- The death or retirement of any partner shall not have the effect of dissolving the Partnership. In the case of death of a partner his heir or heirs may join or joins into partnership firm and carry on the aforesaid business. In case none of the heirs or legal representatives of deceased partner will be considered to have retired from the date of his death and the provision of the Clause No. 14 regarding retirement govern.
- 16. **RETIREMENT**:- Any partner desiring to retire from the firm shall give three months clear notice in writing to the other partner or partners and to the firm and at the expiry of the notice period he / she shall be entitled to retire from the firm and demand his / her share or profit or loss total up-to-date that date along with the capital standing to the credit of his / her name.
- 17. **DRAWING**:- Each partners may withdraw reasonable amount for his / her personal expenses as per mutual settlement all the partners. Withdrawal made by the partners shall debit to the drawer's personal account.
- 18. **DISSOLUTION**:- The Partnership shall be dissolved only with the consent of all the partners. On dissolution, none will have any right to use the goodwill of the firm. In settling the account amongst the partners no value will be put in the goodwill of the firm.

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SUBRATA BASAK Advocate Bidrohi More, Raiganj, U/D

PROSENAT ROY
NOTARY, Regd. No.-142/2022
Diganj, Uttar Dinapp





ARBITRATORS & UMPIRES:- That in case of any dispute arising among the partners regarding this deed or the said business, the same shall be referred to an Arbitrator who may be a lawyer engaged by the partners.

- 20. **ALTERATION OF TERMS**:- Any of the terms and conditions herein before contained not effecting the validity or essence of this partnership may be altered or modified by the parties by mutual consent which may be either expressed in writing or inferable from conduct.
- 21. **SALARY/REMUNERATION & COMMISION:-** That all parties shall work diligently for the benefit or the firm and the working partner/partners shall be entitled to get salary, Remuneration and/or commission as per mutual an agreement among them and as provided by law. The rate of salary, Remuneration and/or commission shall be treated as business expenditure. The working Partner shall allow a monthly Salary which will be determined by the partners by their mutual decision.

The salary will be paid to the working partners as per Income Tax Act.1961 (i.e.' salary will not exceed threshold limit as provided by central Board of Direct Taxes).

Also Interest on Capital to the Partners will be paid to the working partners as per Income Tax Act. 1961(i.e. Interest on Capital will not exceed threshold limit as provided by Central Board of Direct Taxes).

The payment of interest to all partners and remuneration to the working partner shall be operative from 1st August; 96 on the strength of the provide to clause (b) of action no of the I.T.Act.1961 as inserted by the finance act.1992. It is hereby made clear that the rate of interest or the quantum remuneration may be varied or altered by making a written agreement by the partners.

22. **INDIAN PARTNERSHIP ACT. 1932**: The save and concept of the provisions made in the Indian Partnership Act. 1932 shall apply.

Cont Page No. 8





SL. No. 07 Date 12 1 SEP 2023



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IN WITNESSETH WHEREOF the parties hereto sign their respective hands in presence of witnesses on this day of month and year stated above.

WITNESSES:-

11 Kaustan Sarkar.

SIO- Kanak Sarkar.

VILL-South Birnagar.

P.Otp.S- Raigani.

Dist-Uttar Dinaipur.

Pin- 733134.

2) Jayanta Kundu.

2) Jayanta Kundu. S/o.- Jiban Kundu vill.- Ashokpally P.O. + P.S. - Raiganj Dist. - Uttar Dinajpur Pin-733134 Signature of the Partner's

1. Tay der Tha

(MR. JAY DEV JHA)

(MR. JAT DEV JITA)

(MRS. ANITA JHA))

All signatories are identified by me:-

SUBRATA BASAK Advocate

Bidrohi More, Raiganj, U/D

Drafted & Prepared by me:-

Subrata Basak Advocate

Advocate Bidrohi More, Raiganj, U/D

SUBRATA BASAK Advocate Bidrohi More, Raigani, U/D

ATTESTED

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PROSEMUT ROY

MOTARY, Regd. No.-142/2022

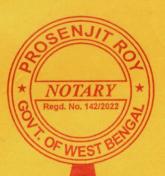
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NOTAVRIALLA GRANTES

(Persuant to Section 8 of the Notaries Act. 1952)

Serial No. 07 DZ 1 SEP 202



Partnership Deed / Agreement / Lease / Bond / G.P.A. / S.P.A. / Declaration / Affidavit / Translation / Will

> Prosenjit Roy ADVOCATE & NOTARY