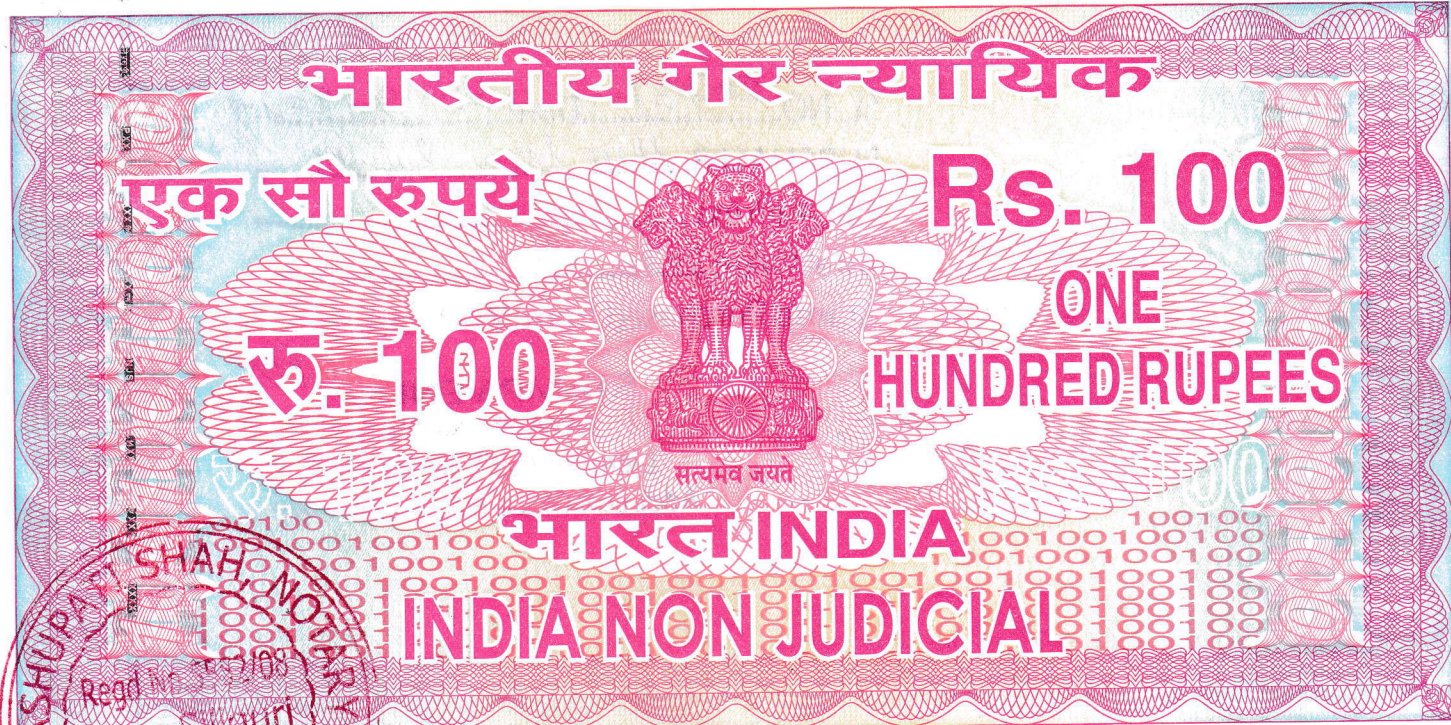




AL 997609

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

Goutam Mehta

1-

Pinkhi Das

DEED OF PARTNERSHIP

Solemnly Affirmed & Declared
Before me on Identification

18/12/2024
Pashupati Shah
NOTARY SINGUR

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SL. NO. 20737 Date 23. 9. 2027

PURCHASER. Shree Laxmi Builders

Full Address. Singur

Total Value. 1.02

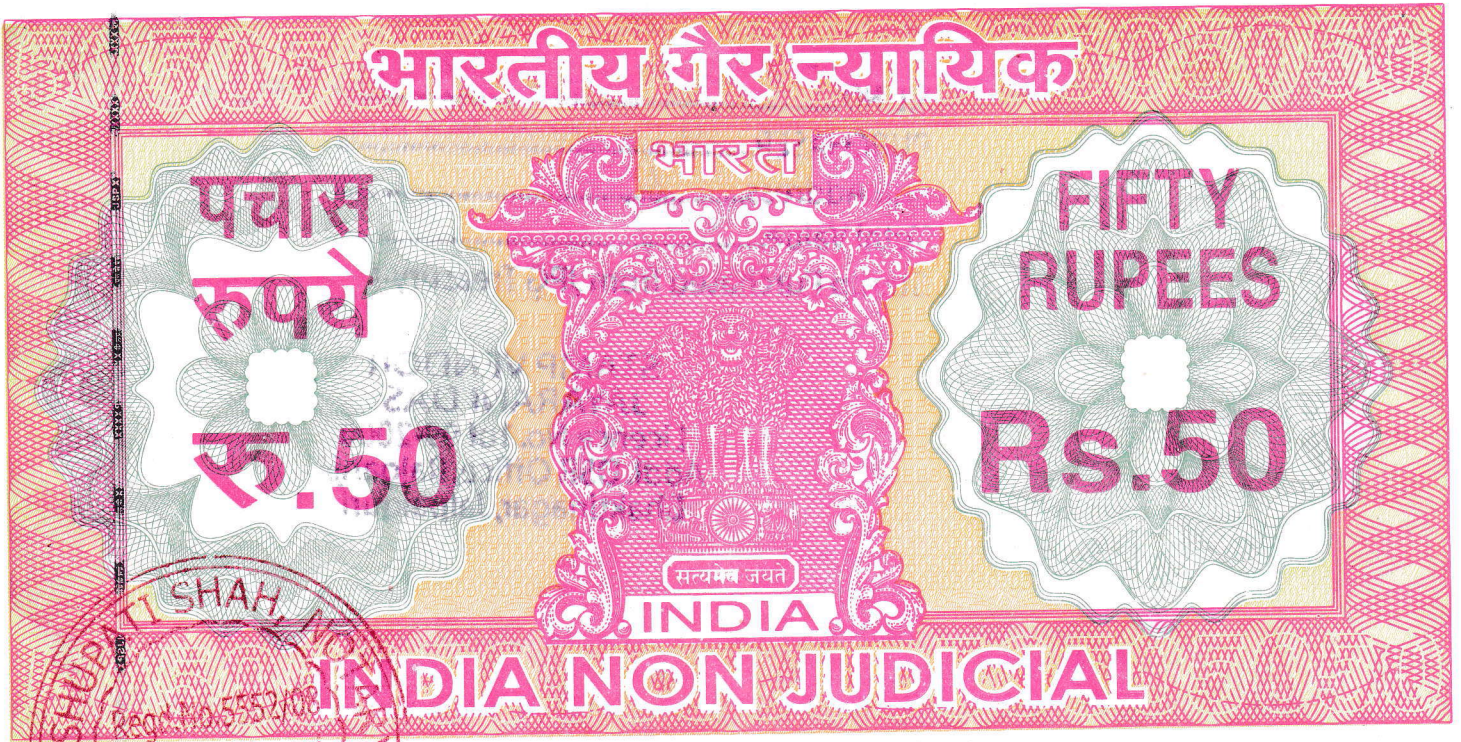
Stamp Purchased from JPG Treasury-I

STAMP VENDOR

JAYA RANI DAS

Licence No.1 of 99-2000

Addl. DSR Office, Rajganj, Jalpaiguri



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AK 561701

Gouram Maithi

-2-
Ranajit Das

Ranajit Das

DEED OF PARTNERSHIP

Solemnly Affirmed & Declared
Before me on Identification

18/12/2024
Fashupati Shar
NOTARY SILLIGUR

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S.L.NO. 28705 Date 29.11.2027
PURCHASER Shree Laxmi Builders
Full Address Siliguri
Total Value 50/-
Stamp Purchased from JPG Treasury-I

STAMP VENDOR
JAYARANI DAS
Licence No. 1 of 99-2000
Addl. DSR Office, Rajganj/
Bhaktinagar, Jalpaiguri



DEED OF PARTNERSHIP

THIS INDENTURE MADE ON THIS THE
18th DAY OF December 2024

BETWEEN

SRI GOUTAM MAITI(P. A. No. ADJPM4163C)(Aadhaar No. 4812 4174 0298) S/O Late Manoranjan Maiti, Hindu by Religion, Indian by Nationality, Business by Occupation, residing at KOUSIKI, Atul Prasad Sarani, East Vivekananda Pally, within S. M. C Ward No. 21, P. O-Rabindra Sarani, P.S-Siliguri, Pin-734006, District-Darjeeling, in the State of West Bengal, herein after called the **"FIRST PARTY"**(which expression shall mean and include unless excluded by or repugnant to the context his, executors, successors, administrators, legal representatives and assigns as the case may be) of the **ONE PART**.

AND

SRI BIKASH CHANDRA SUTRADHAR(P. A. No. AWEPS7506D) (Aadhaar No. 3154 5349 9540) S/O Sri Tarapada Sutradhar, Hindu by Religion, Citizen by Indian, Business by Occupation, residing at 95/6, Chayanpara Main Road, S. M. C Ward No. 37, P.O-Ghogomali, P.S-Bhaktinagar, Dist. Jalpaiguri, Pin-734006, in the State of West Bengal, herein after called the **"SECOND PARTY"**(which expression shall mean and include unless excluded by or repugnant to the context his, executors, successors, administrators, legal representatives and assigns as the case may be) of the **SECOND PART**.

AND

SRI PINAKI DAS(P. A. No. EYPPD3356F)(Aadhaar No. 9652 4387 0363) S/O Sri Prakash Das, Hindu by Religion, Indian by Nationality, Business by Occupation, residing at Bakul, East Vivekananda Pally, Hemanta Mukherjee Sarani, within S. M. C Ward No. 15, P. O-Rabindra Sarani, P.S-Siliguri, Pin-734006, District-Darjeeling, in the State of West Bengal, herein after called the **"THIRD PARTY"**(which expression shall mean and include unless excluded by or repugnant to the context his, executors, successors, administrators, legal representatives and assigns as the case may be) of the **THIRD PART**.

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Before me on Identification

18/12/2024

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Pinkhi Das

WHEREAS the above named partners have decided to start business in partnership and constituted and form a partnership under the trade name and style "**SHREE LAXMI BUILDERS**", a Partnership firm, having its office at KOUSIKI, Atul Prasad Sarani, East Vivekananda Pally, within S. M. C Ward No. 21, P. O-Rabindra Sarani, P.S-Siliguri, Pin-734006, District-Darjeeling, in the State of West Bengal, with effect from 1st day of January 2025.

WHEREAS in order to avoid future disputes, differences and misunderstanding it has been deemed, expedient by the parties hereto of the first, second & third part to reduce the terms and conditions of their partnership in writing.

NOW THIS DEED OF PARTNERSHIP WITNESSETH AS UNDER:

1. NAME OF THE FIRM

That the partnership business shall be carried on under the name and style as "**SHREE LAXMI BUILDERS**",

2. COMMENCEMENT OF BUSINESS

That the partnership business shall be deemed to have effect from 1st day of December 2024.

3. PLACE OF BUSINESS

That the partnership business shall be carried on from its principal place of Business, situated at KOUSIKI, Atul Prasad Sarani, East Vivekananda Pally, within S. M. C Ward No. 21, P. O-Rabindra Sarani, P.S-Siliguri, Pin-734006, District-Darjeeling, in the State of West Bengal, but the partners shall be at liberty to shift the principal place of the partnership business from time to time at any other place or places or to open branch or branches.

4. NATURE OF BUSINESS

That the nature of the partnership business will be Developing works i.e. construction of Building and any other business as may be mutually agreed between the parties hereto from time to time.

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Solemnly Affirmed & Declared
Before me on Identification

18/12/2024
Pashupati Shah
SILIGURI

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Bohram MS
Finahi Dan

5. DURATION

That the duration of the partnership shall be at WILL and will continue as long the partners may desire.

6. CAPITAL

That the capital of the partnership shall consist of the sum contributed by the partners as and when required according to the necessity of the business and the amount so contributed shall be credited in the names of the respective partners in the books of accounts of the firm.

7. INTEREST ON PARTNER'S CAPITAL:

That the partners shall be entitled to receive simple interest on the credit balance in their capital account @ 12% P.A. or such other higher or lower rate as may be allowed as a deduction from the income of the Firm under 40(b)iv or under any other provisions of the Income Tax Act, 1961.

8. REMUNERATION TO PARTNER'S:

That all the partners shall be looking after the business of the firm and shall be engaged in conducting the affairs of the business of the firm and that they shall be allowed remuneration on the Book Profit or Loss of the firm arrived at after deduction of the interest payable to the partners here of as aforesaid and that the remuneration shall be paid equally. For the purpose of this clause the expression "Book Profit" shall Mean the Book profits as defined in section 40(b) of the Income Tax Act, 1961 or any statutory modification or re-enactment thereof, for the time being enforce.

However in as of loss or insufficient profit, the partners forego the remuneration with the mutual consent of all the partners.

9. WITHDRAWALS:

That each of the partners shall be at liberty to withdraw, either monthly or otherwise as agreed amongst them, out of the interest accrued/remunerations earned/profit accrued to such partner.

10. ACCOUNTING YEAR:

That the accounting year of the firm will be from 1st day of April to 31st March of next year i.e. financial year.

Place

Ministry Aff. nec & Declaration
on Identification

Goutam Das
Pradyumn Das
Pirahi Das

11. SHARE IN PROFIT AND LOSSES:

The net profits and/or losses of the firm shall be shared by the partners as follows:

- a) Party of the First Part - 33.33%
- b) Party of the Second Part - 33.33%
- c) Party of the Third Part - 33.34%

The books of account together with all other papers and documents shall be kept at the principal place of Business of the firm and maintained by both partners faithfully and diligently to the interest of the Firm. The profit & loss account and balance sheet shall be drawn up on the 31st day of March each year or on such date or dates as the partners hereto may agree from time to time.

12. MANAGEMENT:

That all the all the partners shall be the Managing Partners of the firm and they shall carry on day to day affairs of the firm in the best interest of the partners with the assistance of the other partners.

13. TRUE AND FAITHFUL:

- a) That the partners shall be just and faithful to each other and shall work for the best interest of the partnership business.
- b) That each partner shall punctually pay and discharge his separate debts and liabilities and shall keep the firm and its properties effectively indemnified against the same.
- c) That each partner shall discharge his private debts and liabilities, if any and shall always keep the firm/other partner free from any loss or damage for any or his private liabilities to the best interest of the firm.
- d) That the partners shall actively engage in the business of the firm and shall not do anything to its detriment.
- e) That no partner shall commit or permit any act whereby the partnership business dislocated or disturbed to the detriment of the other partner.
- f) That each partner shall at all times give the other partner the true information and faithful explanation of all matters relating to the partnership business.

Prady

*Solemnly Affirmed & Declared
Before me on Identification*

12/03/24

✓ Gauram
✓ Ramu
✓ Pankaj Das

14. BANK ACCOUNT:

That the firm shall have in its name such Bank Account/s as may be necessary with any Bank and shall be operated by the Managing Partner or as decided amongst the partners and at the time withdrawal of funds from the Firms Bank Account then the signature of the all Partners are required.

15. BORROWINGS:

That the partners may by mutual consent, borrow the funds from any bank, society, co-operative Bank, financial institutions or individuals for the purpose of running the business and in such cases all the partners will jointly and severally be responsible for the repayment of loans or credit facilities availed firm. No partner will be entitled to borrow money in the name of the firm individually and all security documents shall be signed by all the partners.

However no partner shall contract any loan individually or incur liability without written concurrence of the other partners and if any such commitment is made contrary to the above only such partner making commitment will answer the same.

16. CONTINUATION OF THE FIRM:

That in the event of death, retirement, insolvency or bankruptcy or winding up of any partner during the subsistence of the partnership, the partnership shall not be dissolved and the other remaining partner shall have the option to purchase the share of deceased, bankrupt or involvement partner in the partnership business and the property and goodwill thereof. The purchase price of the share of the deceased, insolvent or bankrupt partner shall be the amount at which such share stands in the last Balance sheet which shall have been prepared prior to the happening of such or any other value as mutually agreed the partners.

17. ARBITRATION:

That in case of dispute relating to the affairs of the firm the same shall be referred to arbitration according to the provision of Arbitration Act, 1996.

18. RIGHT IN GOODWILL:

That the legal heir of deceased & retired partner shall not have any right in the goodwill of the firm.

✓ Pankaj

Solemnly Affirmed & Declared
Before me on Identification

15/12/2024

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19. RESIDUAL CLAUSE:

That all or any other above terms may be varied, altered, modified and or added to by mutual consent of the partners hereof to be expressed in writing or implied from conduct.

That without prejudice to the above terms and conditions the partners hereto in all other matters shall be governed by the provisions of Indian Partnership Act, 1932.

IN WITNESS WHEREOF all the partners of the partnership have put their respective signature in presence of the witnesses on the month and year first above mentioned.

The content of this document has been gone through and understood personally by all the partner of the firm.

WITNESSES:

1. Instant Maiti
s/o Goutam Maiti,
Kousiki, 1st Floor,
Atul Prasad Sarani,
Siliguri - 734006.

Goutam Maiti.
FIRST PARTY

2.

Ram 42
SECOND PARTY

Pinaki Das
THIRD PARTY

Drafted and Printed in my Office
As per instruction of the party

Manoj Kumar Kedia

(Manoj Kumar Kedia)
Advocate, Siliguri
Regn No. WB/94/1997

solemnly Affirmed & Declared
Before me on Identification

18/12/2024.
Pashupati Shah
NOTARY SILIGURI