Bangshi Badan Saha

M. Com., LLB., Advocate
NOTARY
SILIGURI SUB-DIVISION
(Appointed by Govt. of W. Bengal)



Residence :-

"Kiran Smiriti", Rabindra Nagar Siliguri, Darjeeling - 734 006 Phone - (0353) 2526276

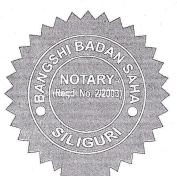
Mobile: 94343-76751

Chamber:-

Hill Cart Road, (Khudiram Pally) Siliguri, Darjeeling - 734 001 Phone - (0353) 2526854

Date.....

Serial No.



Antarial Certificate

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

TO ALL TO WHOM THESE PRESENTS shall come I, Sri Bangshi Badan Saha duly authorised by the Government of West Bengal practice as a 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

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

An original Deed of partnership Is enclosed herewitt.

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 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 day of day of the year of Christ 201.

BANGSHI BADAN SAHA

(Regd. No. 2/2003)

NOTARIAL NOTARIAL



পশ্চিমব্লঙ্গা पश्चिम बंगाल WEST BENGAL



Massin Begam Ansari

T 613559

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP IS MADE ON THIS THE 5^{TH} DAY OF DECEMBER, TWO THOUSAND FOURTEEN.

BETWEEN

Page 1 of 5

Badan Sable

IS. K. SARKAR)

RTAMP VENDOR

A.D.S.R. Ofnes. Singer

Loope No. 8/1875



পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

Mashin Began.

R 178146



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MD. MOKIM ANSARI, Son of Late Nasiruddin Ansari, aged about 40 years, Muslim by religion, Business by occupation and permanent resident of Vill. Sarat Nagar, P.O. New Rangia, PIN – 734013, P.S. Matigara, Dist. Darjeeling – here-in-after called the **FIRST PARTY** (which term and expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, administrators, representatives and assigns) of the **FIRST PART**.

AND

NASRIN BEGAM ANSARI, Wife of Md. Mokim Ansari, Muslim by religion, Business by occupation and permanent resident of Vill. Sarat Nagar, P.O. New Rangia, PIN – 734013, P.S. Matigara, Dist. Darjeeling – here-in-after called the **SECOND PARTY** (which term and expression shall mean and include unless excluded by or repugnant to the context her heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

STAMP VENDOR

A.D.S.R. Office, Singer

Licence No. 9/1977

Mindkinstasseri Nashir Bezom Ansani

WHEREAS according to the Indian Partnership Act, 1932 Smt. Nasrin Begam Ansari, by relation, Wife of Md. Mokim Ansari and here the party of the First Part namely Md. Mokim Ansari together form a Partnership Business w.e.f. 05-12-2014 by these presents.

AND

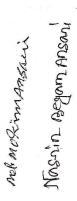


WHEREAS in order to avoid future differences, doubts and disputes it is deemed fit to reduce in writing the terms and conditions of the partnership firm: -

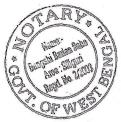
NOW THIS INDENTURE WITNESSETH THAT the above named parties of the First and Second parts hereby having mutually agreed and decided between themselves to carry on the business of partnership under the following terms and conditions: -

- THAT the partnership thus constituted shall be deemed to have commenced on and from the date of execution of this Deed.
- 2) THAT the partnership business shall be carried on by the partners under the name and style of M/S M.N. BUILDERS with liberty to change the name and style by consent of all the partners in writing.
- THAT the partner shall carry on the business of Developer / Promoting, Contractory (Civil / Construction) and other allied business and / or such other business as may be decided by the partners from time to time. The partners may discontinue the line of business and may also start new line of business for the benefit of the business branch office may be opened.
- 4) THAT the principal place of business shall be situated at Vill. Sarat Nagar, P.O. New Rangia, PIN 734013, P.S. Matigara, Dist. Darjeeling or at any other place/s as the partners may time to time determine.
- 5) THAT the partnership shall be a partnership at will.
- 6) THAT the capital of the partnership firm shall be contributed by the partners equally i.e. Rs.2,00,000/- (Rupees Two Lac) each.
- 7) THAT the partner shall be entitled to get the profit and losses in the ratio 1:1 i.e. Mokim Ansari : $\frac{1}{2}$ and Nasrin Begam Ansari : $\frac{1}{2}$.

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8) That the parties hereto of the first and second shall be the working partners of the partnership firm who have agreed to keep themselves actively engaged in conducting the affairs of the business of the firm and mutually manage the working of the firm. The aforesaid working partner shall be entitled to get remuneration / salary at the end of each year.



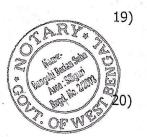
Provided that the remuneration so arrived at shall be paid to the aforesaid working partners equally.

(It has been agreed by and between the partners that the Book Profit shall have the same meaning as it has been defined in explanation 3 to Sec. 40(b) of the I.T. Act 1961).

- 9) THAT the Capital Investment of the partners here to shall bear simple interest @ 12% p.a. under the provision of I.T. Act 1961 and sub-section 40(b) and such interest on capital shall be credited to each partners capital account at the close of the accounting year.
- 10) THAT a banking a/c shall be opened in any nationalised bank and that bank A/c shall be operated by the partners jointly or for and on behalf of the firm individually.
- 11) Accounts of the partnership firm shall be maintained from 1st April to 31st March every year and the accounts of the firm must be finalized after completion of a year.
- 12) THAT no partners shall without the consent of the others in writing shall carry on / be connected with directly / indirectly in any business of Developer / Promoting and contractory.
- 13) THAT no partners shall without the consent in writing of the others assign / mortgage his / her share of interest in the partnership.
- 14) THAT the main object of the business is to carry on the Developer (Promoting) and civil constructional contractory business.
- 15) THAT the partner should be devote whole of his time and attention to the said partnership business, diligently and honestly to run the business smoothly.
 - All cheques, bill and other documents being drawn for the purpose of the firm shall be signed by any of the partners.

All that partners shall pay and discharge their separate debts and liabilities and shall keep the firm effectually, indemnified against the

Banyani Badan Saha NOTARY NOTARY NOTARY NOSINIA NO. 2/2003 Aleguri, Darjeeling 18) THAT the partner shall keep proper books of accounts. The books of accounts, securities and vouchers etc. shall be kept at the place of business and be opened to the inspection of each partner of his agent at the passionable time with power to take copies.



Upon the dissolution of the firm either by the death of a partner / by notice the other partner may purchase his shares in the effect at a valuation to be made by arbitrators / their umpire as here in after mentioned. The price when ascertained shall be paid at a time.

All disputes and questions in connection with the partnership deed arising between the partners / between any one of their legal representatives of the others / between their respective legal representatives and whether during / after the partnership shall referred to the arbitrators one to be appointed by each party and in cash of their disagreement an umpire appointed by the said arbitrators of one in care of their default by the parties.

IN WITNESSES WHEREOF, the above named parties have signed these presents on the day, month and year first above written.

WITNESSES: -

1), worken mandal

8/0-Satendar Mondal

North Bengal University

P.O-N.B.U

Dist - Darjeeling.

1. nelimber America

2. Nasain Begam Ansani Signature of the Second Party

Drafted by me and typed in my office.

(Tapan Kr. Kundu)
Advocate

Bangshi Baden Saba NOTARY Appointed by Gort. of W.B

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