

S.L. No. 753/2022
Date 01-04-22

Mantosh Deb
ADVOCATE
NOTARY,
Govt. of West Bengal.



OFFICE:
Newtown,
P.O. Alipurduar - 736121
Dist. Jalpaiguri (W.B.)
Ph. / Fax : 03664-255981
Mob - 9434127949
mntshdeb@gmail.com

NOTARIAL CERTIFICATE

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

TO ALL TO WHOM THESE ESSENTIALS SHALL COME. I, MANTOSH DEB, duly Appointed by the Government of W.B. as a NOTARY. Being authorised to practice as such subject to the provisions of the Notaries Act., 1952 and the Notaries Rules, 1956 made thereunder and other Rules framed from time to time, in and throughout Alipurduar Sub-Division, District JALPAIGURI in the State of West Bengal within the Union of India, do hereby 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 as to the matters contained therein presented before me.

According to that this is to certify, Authenticate and attest that The Annexed Instruments 'A' is the Original

Executed by

DEED OF PARTNERSHIP

Details of Executants are annexed herewith the Deed of Partnership

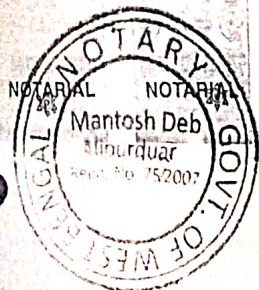
PRIMA-FACIE. the annexed instrument 'A' appears to be in the usual procedure to serve and avail as needs or occasions shall or may require for the same.

IN FAITH AND TESTIMONY WHERE OF being required of a NOTARY I, the said Notary do hereby subscribe My Hand and Affix My seal of office at Alipurduar on this the 1st Day of April, 2022.

Authenticated

Attested Execution before me on Identification

MANTOSH DEB
NOTARY
Government of West Bengal
Regd. No. 75/2007
Alipurduar





पश्चिम बंगाल WEST BENGAL



AL 718498

SI. NO.	753/2022
Date	01-04-22

1. Samaresh Saha.
2. Sajal Kumar Nag
3. Gopal Nag

DEED OF PARTNERSHIP

OF

"HIMALAYAN BUILDERS" (w.e.f. 01/04/2022)

THIS DEED OF PARTNERHIP is made on this the 1st day of April 2022
AMONGST:-

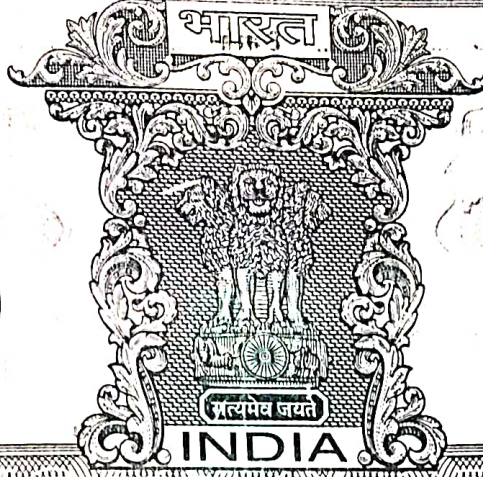
- 1) SRI SAMARESH SAHA Son of Sri Nani Gopal Saha, Hindu by caste, businessman by occupation and residing at New town Bazar, P.O. Alipurduar, Dist. Alipurduar in the State of West Bengal and the Citizen of India (hereinafter called the First Partner/ Party).
- 2) SRI SAJAL KUMAR NAG Son of Late Satish Chandra Nag, Hindu by caste, businessman by occupation and residing at New town Bazar, P.O. Alipurduar, Dist. Alipurduar in the State of West Bengal and the Citizen of India (hereinafter called the Second Partner/ Party).

Notary Seal
01/04/22

भारतीय गैर न्यायिक

पचास
रुपये

रु. 50



FIFTY
RUPEES

Rs. 50

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

A

AF 423413



AND

1. Samant Lal
2. Sajal Kumar Nag
3. Tapati Nag

- 3) Smt. TAPATI NAG Wife of Sri Sajal Kumar Nag, Hindu by caste, businesswoman by occupation and residing at New town Bazar, P.O. Alipurduar, Dist. Alipurduar in the State of West Bengal and the Citizen of India (hereinafter called the Third Partner/ Party)

WHEREAS all the above partners/ parties hereto amicably agreed amongst themselves that they would carry on the construction and developing of the building and it's selling under the trade name "HIMALAYAN BUILDERS" having its principal place of business at Ground Floor of Kanchanjanga Apartment, Netajee Road, P.O. & Dist. Alipurduar PIN- 736121

AND WHEREAS for the purpose there of it is expedient that a formal deed of partnership should be drawn up according to law amongst the partner/ parties incorporating therein the share of the partners and undertake that they shall abide by the same terms and conditions as laid down in black and white hereinafter for the sake of convenience and safe guard against slips of memory.

Attested Execution before
me on Identification

Attested Execution before
me on Identification

A

1. Samaresh Saha
2. Sajal Kumar Nag
3. Tapati Nag

**NOW THIS DEED OF PARTNERSHIP WITNESSETH AS FOLLOWS
AND IT IS AGREED BY THE PARTNERS HERETO:-**

- 
1. That the Commencement of this Partnership is from the 01st Day of APRIL 2022 and it shall so continue till dissolve under the provisions of this DEED.
 2. That the Firm name of the partnership is and shall be **HIMALAYAN BUILDERS** and it shall so remain till a change is agreed upon between the partners/ parties.
 3. That the business of the partnership is to carry on the construction and developing of the building and it's selling under the trade name **HIMALAYAN BUILDERS**. It shall always be competent for the partners to extend or expand the business to such other line or lines or to other allied units as the partners may desire and agree.
 4. That the office of the partnership is and will be at Ground Floor of Kanchanjangha Appartment, Netajee Road, P.O. & Dist. Alipurduar PIN-736121 until the partners agree to shift the same elsewhere. It shall always be competent for the partners to open branch and to close them down.
 5. That the profit of the partnership business as well loss including loss of capital, that will accrue from year to year, will be allocated amongst the partners as follows :-

i.	Sri Samaresh Saha	First Partner	33.34 % Share
ii.	Sri Sajal Kumar Nag	Second Partner	33.33 % Share
iii.	Smt Tapati Nag	Third Partner	33.33 % Share

HOWEVER, partners/ parties may by agreement change the profit sharing ratio at any time during the continuance of partnership business Profit and loss is allocated in consideration of the capital contributes and time energy employed by the partners.

6. That the partnership shall be PARTNERSHIP – AT – WILL.
7. That the capital of the partnership shall be sums or funds found recorded in the books of account of the firm in the respective name of the partner from time to time and each partner shall be entitled to interest at the rate of not exceeding 12% per annum, or any other rate increased or decreased as to be allowed from time to time by law.

51/04/22
Execution before
Identification



1. Samarendra Chakraborty

2. Sajal Kumar Nayak

3. Subodh Nayak

8. That all the partners to this DEED are working partner and the working partners are entitled to Remuneration, Bonus, and Commission for service rendered to the partnership business. If remuneration is given to the partner that will be 80,000/- each per month. However, in case of inadequate profit the partner (all, some, or anyone) will have the right to waive or partially waive the amount of such salary/ remuneration.
9. That the Books of account of the firm if maintained shall be maintained at the registered place of business of the firms and it shall be opened for inspection by the partners' at all reasonable time.
10. That in anticipation of profit the partners will be able to draw such sum as agreed upon and the drawings shall be accounted for their own use.
11. That for the purpose of accounting, the year ending the 31st day of March, commonly known as financial year shall be followed and within reasonable time after the close of the accounting year a general account of the affairs of the firm shall be prepared including profit and loss account and balance sheet. But if proper books of account are not maintained the profit or loss will be determined by any other suitable method. Profit and loss if any shall be allocated between the partners as per Article of this DEED and such account shall be signed by the partners and shall not be questionable by them thereafter. The partners may, however, by agreement change the accounting year of the firm.
12. That any partners may retire from the partnership after giving the other partners 3(three) month notice in writing of his/ her intentions to do so.
13. That in case of retirement or death or insolvency of any partner during the continuance of partnership, the firm shall not be dissolved. The remaining or surviving partners may either take over the share of the retiring or deceased partner or may take new partner or partners in place of the retiring or deceased partner. In case of retirement or death of a partner in between the accounting year, the partnership may be continued by the surviving partner / partners and his/her share of the profits and losses and in the assets of the partnership upto the accounting year in which the death or insolvency take place, after meeting the liabilities, shall be payable to him or the heirs/ legal representatives. But the heirs or legal representatives shall have no right or interest in the GOOD - WILL of the firm



Witnessed Execution before
me on Identification



1. Summed Kaka.
2. Sajad W. Nig
3. Gopal Nig.

14. That the account or accounts shall be opened in any bank or banks in the name of **HIMALAYAN BUILDERS** and all the money, cheques, draft etc. shall be deposited in the said account or accounts and such account or accounts shall be operated by any two of the partners jointly of this deed.

15. That the partners are jointly entitled to borrow money from any Bank of Banks or from any other source or sources, for the benefit of the partnership business, by pledging or be pledging or hypothecating the goods or assets or the firm on behalf of the partnership firm.

16. That the partners shall act for the common benefit and in case, the activities of any partner are found detrimental to the partnership business the other partner shall have the right to expel him from the partnership.

17. That no partners shall without the consent of the other and except in the ordinary course of business give any security by which suffers the partnership property or profits may be endangered.

18. That all appointments/ dismissals/ discharges or termination of services employee if necessary shall be made by the partners jointly.

19. That the share of the partner shall be **HERITABLE** as well as **TRANSFARABLE**.

20. That in case of dispute relating to the affairs of the firm then same shall be referred to arbitration according to the Arbitration Act.

21. That if necessary for the benefit of the partnership business any of the above terms and conditions may be varied altered to by mutual consent of the partners which may either be expressed in writing or implied from the conduct of the affairs of the business.

22. That the partnership shall not in any way, be liable for the personal liabilities of any partners outside of this partnership business.



01/04/22
and execution before
on identification

23. That the 'Control and Management' of the partnership shall vest in upon all partners. The job of the firm is to construct and develop the buildings and it's selling. Any partner of the above firm can purchase land on behalf of the firm. The partners hereto above either jointly or individually shall be entitled to do all acts of the firm, as representative of the firm such as, to deposit and sign papers and documents and take back the same from any Govt. Office, Courts (Civil/ Criminal / Revenue), Khasmashals, Zilla parishad, DLRO, BLRO etc. or any corporate body or individuals, as the case may be, and to accept contracts deposit money, receive bills, cheques or cash money from any of the offices of the Central or State Government, Corporate bodies or Individuals and to grant receipt thereof, to attend before any Income Tax or Goods and Service Tax Office, to conducts suits and proceeding in any court (civil, criminal or revenue), in any labour tribunals, to proceed for the matter of Goods and Service Tax (State or Central), to appoint, Advocate, Mukhter, Solicitors for the firm.

24. That this partnership shall be governed by the provisions of the 'Indian Partnership Act' 1932 as it stands amended up- to date subject to provisions hereinafter stipulated.

IN WITNESS, WHEREOF we sign this on the day and year first above written.

WITNESSES: -

1. Sumit Kumar Prasad
S/o sr: Harikar Prasad
So with chechakhat
P.O. & Dist. Alipurduar

Samaresh Sahu
(SAMARESH SAHA)
FIRST PARTNER

Sajal Kumar Nayak
(SAJAL KUMAR NAG)
SECOND PARTNER

2. Ratna Saha
W/o Samaresh Saha
Neelgiri Alipurduar.
P.O. & Dist. Alipurduar.

Tapati Nag
(TAPATI NAG)
THIRD PARTNER

Shiw Shankar Mandal
(Shiw Shankar Mandal)
(Advocate)

104/22
10/04/22
Authenticated

Created Execution before me on Identification

MANTOSH DEB
NOTARY
Government of W.B.
Dist. No. 75/2007