

**Nabendu Narayan Dutta**

NOTARY  
GOVT. OF INDIA

**Professional Address :**

Nivedita Road,  
P.O. Pradhan Nagar,  
Siliguri-734003  
Dist.-Darjeeling (W.B.)  
Ph. : 2514713

Serial No. 1621/17

Date : 16th Jan, 17

**Notarial Certificate**

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

TO ALL TO WHOM THESE PRESENTS shall come I Sri. N. N. DUTTA duly authorised by the Central Government to practice as a NOTARY do hereby verify, authenticate, certify attest us under the execution of the instrument annexed here to collectively signatories and as also by Sri. Debasish Chakraborty Advocate as to the matters contained there in presented before me.

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

*Mr. Debasish Chakraborty*  
*Deed of Partnership*  
*executed by Mr. Kamal Kumar*  
*Karmakar, Jitmit Hogue and*  
*Mr. S. S. S. S.*

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

In faith and testimony where of being required of a Notary, I said notary do hereby subscribe my hand and affix my seal of the office at Siliguri on this the 16th day of January The year of Christ 2017.

The executents is / are identified by me

*Debasish Chakraborty*  
Advocate

*Nabendu Narayan Dutta*  
NABENDU NARAYAN DUTTA

Notary

Siliguri, Dist. Darjeeling

NOTARIAL STAMP

NOTARIAL NOTARIAL

J K Construction  
Jitmit Hogue  
Partner

J K Construction  
Kamal Kumar Karmakar  
Partner



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

W 877221

Kamesh Kumar Karanaka  
Dainul Haque

### DEED OF PARTNERSHIP

J K Construction

Kamesh Kumar Karanaka  
Partner

Cont. ...

J K Construction

Dainul Haque  
Partner

Nabendu Narayan Dutta  
Notary Govt. of India  
Siliguri, Darjeeling

A.H. No. 56850 Date 12.1.17  
Issued Rs. 104 P.  
Issued.....To Sri/Smt.  
Address.....

J. K. Construction

Sig

SUSHIL KR. GUHA  
STAMP VENDOR  
Licence No. 3/76-TT  
Jalpaiguri Court

J K Construction

Kamal Kumar Kamal Kon  
Partner

J K Construction

Tajul Haque  
Partner

J K Construction

Tajul Haque  
Partner

भारतीय गैर न्यायिक

पचास  
रुपये  
रु. 50

FIFTY  
RUPEES

Rs. 50

INDIA

INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

U 171306



Kamoy Kumar Kamakher

Taimul Haque

THIS DEED OF PARTNERSHIP IS MADE ON

THURSDAY THE 12<sup>TH</sup> DAY OF JANUARY, 2017

J K Construction

BETWEEN

Kamoy Kumar Kamakher

Partner

J K Construction

Taimul Haque

Partner

Nabeela Marayan Dutta  
Notary Govt. of India  
Suiguri, Darjeeling

Cont. ...

6585/ 12.1.17  
S.L. No. .... Date .....

Issued Rs. 54 P. ....

Issued ..... To Sr. Smt. ....

Address .....

J. K. Construction

SUSHIL KR. GUHA  
STAMP VENDOR  
Licence No. 3/76-TV  
Jalpaiguri Court

SL

Rs. 100 + Rs. 50 = Rs. 150/-

J K Construction

Kamran Kumar Kamran  
Partner

J K Construction

Imrul Haque  
Partner



Kamal Kumar Karmakar

Ainul Haque

**SRI KAMAL KUMAR KARMAKAR**, s/o Late Fatick Chandra Karmakar, Hindu by religion, business by occupation, resident of Panchanan Sarani, Ashram Para, P.O. & P.S. Siliguri, Dist. Darjeeling, PIN – 734001 herein called the **First Party** (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, legal representatives, administrators and assigns) of the **First Part**.

AND

**JAINUL HAQUE**, s/o Ainul Haque, Muslim by religion, business by occupation, resident of Ramkrishna Road, Ashram Para, P.O. & P.S. Siliguri, Dist. Darjeeling, PIN – 734001 herein called the **Second Party** (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, legal representatives, administrators and assigns) of the **Second Part**.

AND WHEREAS the parties hereto mutually with each other agreed to enter into the partnership for carrying on a business as contractory, builder, developing new building, promoting, general order supply.

AND WHEREAS with a view to defining the rights, relation and obligations of the parties *inter se* and to avoid any dispute in future, the parties have considered it expedient and necessary to execute a Deed of Partnership on the terms and conditions hereinafter appearing.

**NOW THIS DEED WITNESSES AS UNDER:**

**1. NAME AND ADDRESS OF THE FIRM:**

That the name and style of the Partnership firm shall be “**JK CONSTRUCTION**” having its principal office at M. C. Building, 1<sup>st</sup> Floor, Bidhan Road, P.O. & P.S. Siliguri, Dist. Darjeeling, PIN – 734001. The office of the firm may however be changed at any other place with the mutual consent of all the partners.

**2. NATURE OF BUSINESS:**

That the Business of the firm shall be of as contractory, Builder, Developing New Building, Promoting, General Order Supply.

The parties hereto shall always be competent to extent their business in any other line or lines as they decide from time to time.

**3. COMMENCEMENT & DURATION:**

- i) That the Partnership shall commence on and from 12<sup>th</sup> day of January, 2017
- ii) That the partnership shall remain enforced for indefinite period until the same is dissolved by the mutual consent of all the partners.

**4. CAPITAL AND LOANS:**

- (a) That the initial capital of the Partnership business shall be contributed by all the partners according to the necessity of the business and the amount so invested shall be stand credited in the name of the respective partner in the books of account of the firm.

That investment made by the Partners shall bear interest at the rate of 12% p.a. or as prescribed by the Income Tax Act.

Nabendu Narayan Dutta  
Notary Public, Darjeeling

Cont. ...

JK Construction  
Ainul Haque  
Partner

JK Construction  
Kamal Kumar Karmakar  
Partner



Kamesh Kumar Kamratan  
Dei nul Haeque

However in case of loss or lower income, the rate of interest may be nil or lower than 12% as may be agreed amongst the partners from time to time.

If any partner contributes his share of capital by obtaining loan and for that individual loan, the Firm shall not be liable and responsible in any way.

- (b) The Parties shall, however, be at liberty to make such further advance in excess of the capital from time to time as and when required for the purpose of smooth running of the business of the Firm and such advance shall bear interest at the rate of 12% p.a.

Any of the partners if desires may wave his interest for any financial year.

- (c) The capital of the Firm may be raised by obtaining loan from any Bank or Banks or from any Financial Institution on reasonable terms and conditions and on reasonable interest.

Provided that the partners shall be entitled to take such loan if it is mutually agreed upon among themselves and the partners shall be liable alongwith the Firm for repayment of such loan.

#### 5. SHARE OF PROFIT AND LOSS:

The share of parties in profit and losses after deducting all expenses including remuneration and /or interest payable to the partners of the Firm shall be as follows :-

- I) FIRST PARTY - 50% share;  
II) SECOND PARTY - 50% share;

#### 6. REMUNERATION:

That all the parties hereto have agreed to keep themselves actively engaged in conducting the business of the Partnership Firm as working partners within the meaning of Income Tax Act. It is hereby agreed that all the parties of the Partnership Firm shall be entitled to remuneration.

Remuneration payable shall be calculated as follows

| Book Profit                               | Amount deductible in respect of<br>Remuneration to partners |
|-------------------------------------------|-------------------------------------------------------------|
| i. If Book Profit is Negative             | Rs.1,50,000/-                                               |
| ii. In case of Book Profit is<br>Positive |                                                             |
| On first Rs.3,00,000/- of Book Profit     | Rs.1,50,000/- or 90% of Book Profit, whichever is more      |
| On the balance of the Book Profit         | 60% of Book Profit                                          |

(It has been agreed by and between the partners that the term "Book profit" shall have the same meaning as it has been defined in the Income Tax Act)

The remuneration payable to the partners shall be according to the profit sharing ratio. Such remuneration shall be calculated at the close of the accounting year and shall be credited to the capital account of the working partner only.

#### 7. DRAWINGS:

That every partner may draw out money for personal expenses which shall be debited to their respective capital accounts/Drawing Accounts/Current Accounts as the case may be. Interest on such drawings shall be charged at the same rate as will be given to the partners in the relevant year on their capital.

JK Construction  
Dei nul Haeque  
Partner

JK Construction  
Kamesh Kumar Kamratan  
Partner

Cont. ...



Kamran Kamran  
Daimul Haque

**8. BANK ACCOUNT AND OPERATION :**

- (a) That the partners shall open one or more bank account in the name of the Partnership Firm in any bank or banks or any other financial institutions, only if they decide so.
- (b) All cheques, money, bank drafts and other securities belonging to the Firm shall be paid and deposited with the said bank or banks as the case may be.
- (c) All the bank accounts of the firm including loan account/ accounts, if any, shall be operated by both the partners jointly. All cheques and negotiable instruments on partnership account shall be signed by the partners as mentioned above.

**9. ACCOUNTING YEAR AND ACCOUNTS:**

- (a) The accounting year of the partnership business shall be financial year i.e. commencing from 1st day of April and ending on 31st day of March every year.
- (b) The firm shall maintain proper books of account and the books of account, bills, vouchers etc. shall be maintained at the principal place of business and each partner or by their duly authorised agent shall be at liberty to examine, inspect and take copies and extract during all reasonable hours.
- (c) At the end of every year during the continuance of partnership business, a general account shall be taken of the income and expenditure of the Business and a just and proper valuation shall be made of all the assets and liabilities of the firm and shall be signed by the partners.

**10. MANAGEMENT:**

That the business of the Firm shall be managed and controlled by all the parties mutually.

**11. RETIREMENT/DISSOLUTION:**

That if any partner is willing to retire from the firm he may do so by giving two months notice in writing to the other partner and in such event the remaining partner may carry on the business in his proprietorship or may reconstitute the firm in the manner he/they likes/like.

That in the event of death of any of the partner, which God may forbid, the firm shall not be dissolved. The business shall be carried on by the surviving partner by reconstituting the firm by admitting the legal representative of the deceased partner. If the legal representative of the deceased partner not so willing, the business shall be carried on by the surviving partner as they may deem fit.

**12. MISCELLANEOUS:**

- (a) No partner shall be entitled to sell, mortgage his share of the firm to any outsider without the written consent of the other partners.
- (b) None of the partners shall be entitled to obtain any loan or sell, purchase any Security or Credit in the name of the Firm without any written authority.
- (c) That it shall be duty of every partner to pay his separate debts punctually so that the partnership firm may not suffer attachment, seizure or sale of the partnership property. Every partner shall indemnify the other partner for any loss or damage caused to the partnership firm by his willful neglect or conduct.
- (d) That the partnership shall be deemed to be continued on the admission of a fresh partner or partners provided the admission is mutually agreed and approved by all the partners.
- (e) Any of the terms may be varied, altered, amended, substituted and added by the mutual consent of the partners in writing.

JK Construction  
Daimul Haque  
Partner

JK Construction  
Kamran Kamran  
Partner

Nabendu Narayan Dutta  
Notary Govt. of India

Cont. ...



- (f) Any partner may sign and present Bill for payment to the authority concerned and grant for such payment for and on behalf of the firm.
- (g) No partner shall without the consent of the other partner do any act or thing whereby partnership assets of his interest thereon shall become liable for any private debt or obligation.
- (h) None of the partner shall without the consent in writing of the other partner dispose off by sell, mortgage or otherwise any of the interest in the partnership.
- (i) That the partner shall carry on the business of the firm to the greatest common advantages and the partners shall be just and faithful to such other and shall also render true account and full information affecting the firm to the other partners.
- No partners shall derive any profit for himself either from any transaction of the firm or from the use of the property of the firm or firm name.
- (j) That the partners shall have full authority to institute, prosecute, defend, discontinue, withdraw or compromise any suit or legal proceedings in any Civil Court or Income Tax, sales Tax or other Authority(s) or in any other office or court and to sign, verify or present plaint, petition, written statement, return, application for revision or review, memorandum of appeal or any other document and to file tender agreement, quotation etc. and to receive, demand or withdraw and demand and recover any money or dues of the firm from any office, court, person, corporation, bank, Central or State Government, societies, railways or any other bodies or individuals and to appoint, empower or remove any legal practitioner and to execute all acts and deeds on behalf of the firm and bind all partners in all matters relating to partnership always in good faith and to keep other partners fully informed about them.
- (k) Notwithstanding anything contained in these presents the provisions of Indian Partnership Act. 1932 as amended from time to time shall be applicable.

IN WITNESS WHEREOF all the partners have hereunto set and subscribed their respective hands on the day, month and year first above written.

Witness:

1. Rajiv Acharya  
S/O Moti Lal Acharya  
12 Buddhadab Bose Road  
Ashrampara, Siliguri

2. Swapna Karmakar  
W/O Kamal Kumar Karmakar  
Panchanan Sarani  
Ashrampara Siliguri

Kamal Kumar Karmakar  
FIRST PARTY

Jeinul Haque  
SECOND PARTY

Jeinul Haque

Nabendu Narayan Dutta  
Notary Govt. of India  
Siliguri, Darjeeling

JK Construction  
Jeinul Haque  
Partner

JK Construction  
Kamal Kumar Karmakar  
Partner