

Pashupati Shah
Notary

(Appointed by Govt. of India)

Residence/Chamber
Punjabi Para,
Behind Pranami Mandir,
Siliguri .734001
Mobile: 98326-29587,
96410-71507

Serial No. April

Dated 09/04/20 24

NOTARIAL CERTIFICATE

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

TO ALL TO WHOM THESE PRESENTS shall come, I, Sri Pashupati Shah, duly authorised by the Government of India to 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 also by Sri/Smt. Rakesh Chaki Advocate, as to the matters contained therein, Presented before me.

Accordingly to that this is to certify authenticate and Attest that the annexed Instrument 'A' as is the:

An Original Amendment of
Partnership as enclosed here with

PRIMA FACIE the annexed instrument 'A' appears to be usual procedure to serve and avail as needs or occasion shall or may required 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 Siliguri on this the 29th day of April in the year 20 24

Solemnly Affirmed & Declared
Before me on Identification
29/04/24

Pashupati Shah
NOTARY SILIGURI
Pashupati Shah
Notary



The executent is/are identified by me :

Rakesh Chaki
Advocate
ADVOCATE
SILIGURI



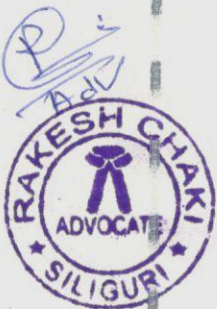
পশ্চিমবঙ্গ পশ্চিম বাংলা WEST BENGAL

AP 717562

Digendra Biswas
Sankari Paul
Nila Madhuri Saha
Sanjoy Saha

AMENDMENT OF PARTNERSHIP DEED

THIS DEED OF PARTNERSHIP IS MADE ON THIS THE 1ST DAY
OF APRIL, 2024 AT SILIGURI.



Solemnly Affirmed & Declared
Before me on Identification
29/04/24
Pashupati Shah
NOTARY SILIGURI

SL. NO. 2597 Date 25.7.2021

PURCHASER. N.S. Bulder

Full Address. Slg

Total Value. 100

Stamp Purchased from JPG Treasury-1

STAMP VENDOR

JAYA RANI DAS

Licence No.1 of 99-2000

Addl. DSR Office, Rajganj, Jalpaiguri



Dibyendu Biswas

Sankari Paul

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Nisha Madhuri Saha

Sanjoy Saha

B E T W E E N

SRI DIBYENDU BISWAS(PAN:ADVPB1881G) , Son of Late Dilip Biswas, Hindu by faith, Business by occupation, residing at Sree Ma Sarani, Haidar Para, Siliguri, Ward No.39(S.M.C), P.O- Rabindra Sarani, P.S-Bhaktinagar, Pin-734006, Dist-Jalpaiguri, in the Stte of West Bengal, Herein after referred to and called as the "**FIRST PARTNER**".

AND

SMT. SANKARI PAUL(PAN:-AKQPP5490B), Wife of Sri Amal Chandra Paul, Hindu by faith, Business by occupation, residing at 65 Pritilata Sarani, Haidar Para, Siliguri, Ward No.39(S.M.C), P.O- Rabindra Sarani, P.S- Bhaktinagar, Pin-734006, Dist-Jalpaiguri, in the state of West Bengal, Herein after referred to and called as the "**SECOND PARTNER.**"

AND

SMT.NISHA MADHURI SAHA(PAN-CNCPS9088P), wife of Sri Deb Sankar Saha, Hindu by faith, Business by occupation, residing at 9 Wonders Club Road, Haidar Para, Siliguri, Ward No.40(S.M.C), p.o Rabindra Sarani, P.SBhaktinagar, Pin-734006, Dist. Jalpaiguri, in the state of West Bengal, Herein after referred to and called as the "**THIRD PARTNER**".

AND

SRI.SANJOYSAHA(PAN-ALYPS1283L), Son of Sri Gour Chandra Saha Saha, Hindu by faith, Business by occupation, residing at C/o Gour Chandra Saha, Ward No-40Himachal Sarani, Haiderpara, P.O- Siliguri, P.S- Bhaktinagar, Dist. Jalpaiguri, Pin-734001 in the state of West Bengal, Herein after referred to and called as the "**FOURTH PARTNER**"



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AND

Sankari Paul

Nisha Madhuri Saha

Sanjoy Saha

WHEREAS the new partner **SRI.SANJOYSAHA(PAN-ALYPS1283L)**, Son of Sri Gour Chandra Saha , Hindu by faith, Business by occupation, residing at C/o Gour Chandra Saha, Ward No-40,Himachal Sarani, Haiderpara, P.O-Siliguri, P.S- Bhaktinagar, Dist. Jalpaiguri, Pin-734001, as a Fourth partner to join this firm namely "NSS BUILDERS" dated 01/04/2024 after this date he is one of member of this firm and he has same right and liability as like others partners from dated 01/04/2024.

WHEREAS THE parties hereto of the **FIRST, SECOND , THIRD AND FOURTH PARTNER** have been carrying on a business under their partnership under the name & Style of "**NSS BUILDERS**" at Holding no-130/1278, C/o, Amal Chandra Paul, Sachitra Paul Sarani, Haidar Para, Siliguri, Ward No-39(S.M.C), P.O-Rabindra Sarani, P.S-Bhaktinagar, Pin-734006,Dist-Jalpaiguri, in the state of West Bengal. under an oral agreement.

AND **WHEREAS** the parties hereto of **FIRST, SECOND , THIRD AND FOURTH PARTNER** for diverse good reasons have deemed to expedient to reduce the terms and conditions of their partnership in writing and to have a duly executed Deed of Partnership.

NOW THEREFORE, THIS DEED OF PARTNERSHIP WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES:

1. **NAME OF THE FIRM:**

THAT the Name and Style of the partnership shall be "**NSS BUILDERS**".

2. **COMMENCEMENT, DURATION AND OFFICE:**

- i) THAT the Partnership business shall be deemed and commenced with effect from 8TH day of April, 2022 and that this Deed of Partnership shall have retrospective effect from that date.



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- ii) THAT the Partnership shall be one "AT WILL"
- iii) THAT the Principal place of business of partnership shall Holding no-130/1278, C/o, Amal Chandra Paul, Sachitra Paul Sarani, Haidar Para, Siliguri, Ward No-39(S.M.C), P.O- Rabindra Sarani, P.S- Bhaktinagar, Pin-734006, Dist- Jalpaiguri,. The Partners mutually agreeing may open/ close any Branch/es any other place/s and may mutually agreeing to shift the Preincipal place of business at any where in India from time to time.

3. NATURE OF BUSINESS:

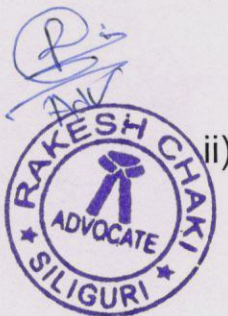
THAT the business of the partnership shall be Developers, building construction. The partners mutually agreeing may embark upon new line of business/es.

4. CAPITAL AND FUNDS:

- i) THAT the capital of the partnership business has been/shall be contributed by the partners as and when necessary and shall consist of the sum standing to the credit of partners in their respective accounts from time to time.
- ii) THAT the partners for and on behalf of the firm shall be entitled to raise loan for the purpose of partnership business from any Bank, Financial Institution, Central or government and / or from any private party with mutual consent of partners with or without security.

5. ACCOUNTS:

- i) That the accounts of the firm shall be adjusted annually on 31st day of March, each year or on any other interval or period with in the profit or loss, as the case may be shall be ascertained and divided between the partners according to this Deed.
- ii) THAT all papers and documents of the partnership firm shall be kept at the place or places of business of the firm and both the partners shall at all reasonable time be entitled to inspect or take copies or extracts thereof.



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6. BANK ACCOUNT:

THAT the bank account or accounts of the partnership shall be opened with any bank or bank and such manner as may be decided by them from time to time.

7. PROFIT /LOSS OF THE FIRM:

THAT the profit or loss determined at the end of every year shall belong to and be borne by the partners equally.

8. INTEREST /SALARY /REMUNERATION/COMMISSION ETC. TO PARTNERS:

A) INTEREST TO PARTNERS:

That the partners shall be entitled to get interest on their capital @18% per annum, unless otherwise mutually decided by them.

B) THAT the parties hereto of the FIRST, SECOND AND THIRD parts shall be 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 partners shall be entitled to get remuneration at the end of each year, in the following manner:-

i) On the first Rs.75,000/- of the Book Profit : Where Book Profit does not exceed Rs.50,000/- 100% of such Book Profit and where it exceeds Rs.50,000/- or 90% whichever ever is More .

ii) on the next Rs.75,000/- of the Book Profit : @60%

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Dijendra Biswas

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iii) On the balance of the
Book Profit : @40%

(Provide that the amount so arrived at shall be shared /divided by
/between the aforesaid working partners equally).

9. RIGHT CLAUSE/FORBIDDEN CLAUSE:

A. THAT each partner shall be entitled:

- To carry on the partnership business and to do and execute all acts and deeds on behalf of partnership.
- To employ, dismiss, degrade or promote any employee of agent of the firm.
- To submit any dispute relating to the business of the firm to arbitration.
- To represent the firm before the Sale Tax, Income Tax Authorities and any other Central or State Govt. Authorities and to appoint Agent's and Attorneys and to fix up their remuneration and execute agreements, other papers and documents, necessary to carry on the business of the partnership firm, to collect payment from any Govt. or other department and /or private party and to give valid receipt there for.
- To compromise or settle any dues to the partnership and grant discharge there for.

B. that the partners mutually agreeing may appoint ATTORNEY at any time by executing General Power of Attorney empowering with such powers as they deem fit from time to time for smooth running of the partnership business and may revoke/cancel such powers at any time at their will.

C. THAT it is hereby agreed upon that the partners will be free to carry on business of similar nature either as proprietorship concern or in partnership with others or in such other manner as they deem fit without any objection from each other.



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D.THAT the partners shall be just and faithful to each other and shall work for the best interest of the partnership business

E.THAT each partners shall punctually pay and discharge his separate debts and liabilities and shall keep the firm and its properties effectually indemnified against the same.

F .THAT each partner shall at all time give to the other partners the true information and faithful explanation of the matters relating to the partnership business.

G.THAT no partner without the consent of the other partners shall:

- a. Employ any of the money, good or effect of the partnership or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of partnership.
- b. Enter into any bond or become bail or surety or security with or for any person or do or knowingly cause or suffer to be done anything whereby the partnership property or any part thereof may be seized, attached or entered or taken into execution.



10. RETIREMENT/DISSOLUTION:

A. 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 partners and in such event the remaining partners shall be entitled to carry on the business of the firm by reconstituting the same in any manner, he/they/like/s.

B. THAT on the death of any partner during the continuance of the present partnership, the surviving partners shall be entitled to continue the business of the firm in partnership by admitting to the heir or heirs or legal representative or representatives or deceased partner, as partner.

In case the legal heir/s or representative/s is are not so willing the surviving partners shall entitled to carry on the business of the firm by reconstituting the same in any manner he likes.



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Rashupati Shah

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Dibyendra Biswas

Sankati Paul

Nisha Medhavi Saha

Sanjoy Saha

11. ARBITRATION:-

That in case of any dispute doubt or difference arising between the partners during the continuance of this partnership business or afterwards regarding the interpretation of the contents of this instrument of partnership or regarding any other matter or transaction relation to the partnership business, it shall be referred to Arbitration under the provision of Arbitration Act.



12. OTHER GENERAL CLAUSE:

- A. THAT properties of the partnership firm has been /will be purchased or acquired in the name of any individual partner or their joint names or in the name or partnership firm it self, but in all cases it shall be deemed to be property of the partnership and both the partners have and shall have right on and over the said properties.
- B. THAT any of the clause as referred to herein above may be altered and/or amend with the mutual consent of the partners.
- C. Same as aforesaid the provision of Indian Partnership Act, 1932 as it stands amended revised modified from time to time shall govern this Partnership.



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IN WITNESS WHEREOF, THE PARTIES HERE TO SIGNED
THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST
ABOVE WRITTEN.

WITNESSES:

① Amal ch pal.
S/o late Harendra ch pal
Hriter para S.M.E 39
Siliguri.

Debendra Biswas
(FIRST PARTY)

Sankari Paul
(SECOND PARTY)

② Deb Sankar Saha.
S/o late Gour Chandra Saha.
Haiterpara.
Siliguri.

Nisha Madhuri Saha
(THIRD PARTY)

Sanjoy Saha
(FOURTH PARTY)

Drafted by me and typed

In my

Office



Rakesh Chaki
ADVOCATE, SILIGURI

Solemnly Affirmed & Declared
before me on Identification

Pashupati Shah
NOTARY SILIGURI