

Serial No.....

Date..... 02.01.16.....

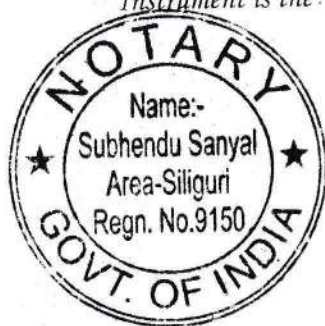
NOTARIAL CERTIFICATE

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

TO ALL TO WHOM THESE PRESENTS Shall come I, SUBHENDU SANYAL duly authorized by the Government of India to practice as NOTARY do hereby verify, authenticate, certify and attest as under the execution of the instrument annexed hereto being executed admitted and identified by the respective signatories and as also by Sri/Smt..... S. Chakrabarty.....

Advocate, as to the matters contained therein presented before me.

Accordingly to that this is to certify authenticate and attest that the annexed Instrument is the "original deed of partnership"



PRIMA FACIE The annexed instrument 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 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..... 2nd.....

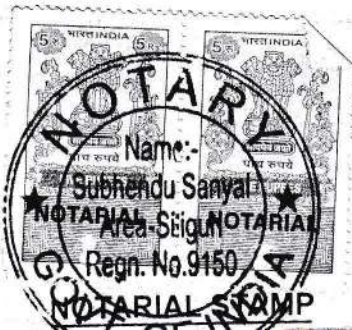
day of..... January..... in the year of Christ 2016.....

Solemnly Affirm & Declare
before me on Identification

SUBHENDU SANYAL
Notary, Govt. of India
Siliguri, Darjeeling
Siliguri, Dist. Darjeeling
The Executant (s) is/are
identified by me

02.01.2016

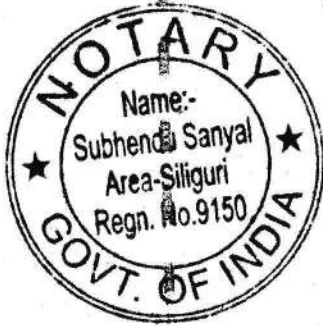
Advocate





पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

V 186804



Subin ch Chakraborty
Vasanth Kumar

DEED OF PARTNERSHIP

For 02.01.2016
Soumyarup Chakraborty
Advocate, Siliguri

Solemnly Affirm & Declare
before me on Identification

SUBHENDU SANYAL
Notary, Siliguri

NON JUDICIAL STAMP

NO. 686 Date 02.01.16
SOLD TO Sthapatya Construction
Siliguri
Value Rs. 100/- (Rupees) One hundred only

(Sujit K. Sinha)
Govt. Stamp Vendor
Siliguri Court
L/No. - 196/R.M



पश्चिम बंगाल WEST BENGAL

R 173603



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Subin de Choudhury
Notary Public

THIS INDENTURE MADE THIS THE 2ND DAY OF JANUARY
TWO THOUSAND SIXTEEN AT SILIGURI.

B E T W E E N

02.01.2016
Soumyarup Chakraborty
Advocate, Siliguri

Solemnly Affirm & Declare
before me on Identification
SUBHENDU SANYAL
Notary, Govt. Of India
Siliguri, Darjeeling

NON JUDICIAL STAMP

SL NO. 687 Date 02.01.16
SOLD TO Sthapatya Construction
OF Siliguri
Value Rs. 50/- (Rupees) 400/-

(Sujit Kr. Sinha)
Govt. Stamp Ver. ..
Siliguri Court
L/No. - 196/R.M

Subir Chandra
Vaskar Biswas

SRI SUBIR CHANDRA CHOWDHURY, son of Late Sudhir Chandra Chowdhury, Hindu by religion, Business by occupation, Indian by Nationality, residing at Dr. Himangshu Gupta Path, Deshbandhupara, Ward No.27 of Siliguri Municipal Corporation, Post Office-Siliguri Town, Police Station-Siliguri, District-Darjeeling, Pin-734004, in the State of West Bengal – hereinafter called the “**FIRST PARTY**” (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, administrators, legal representatives and assigns) of the **FIRST PART**.

A N D

SRI VASKAR BISWAS, son of Late Ajit Kumar Biswas, Hindu by religion, Business by occupation, Indian by Nationality, residing at 94, Satyen Bose Road, Deshbandhupara, Ward No.29 of Siliguri Municipal Corporation, Post Office-Siliguri Town, Police Station-Siliguri, District-Darjeeling, Pin-734004, in the State of West Bengal - hereinafter called the “**SECOND PARTY**” (which expression shall mean and include unless excluded by or repugnant to the context her heirs, executors, successors, administrators, legal representatives and assigns) of the **SECOND PART**.

WHEREAS the abovenamed parties of First and Second Parts have agreed to form a Partnership between them and also agreed to become Partners for carrying on the business of development activities in engineering field and construction works, general order supply and other contractual job works under the trade name and style of “**STHAPATYA CONSTRUCTION**” or any other business or works as the partners may agree upon from time to time according to

their mutual consents.

A N D

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on Identification

02.01.2016



Subin Choudhury
Nishu Biswas.

WHEREAS the abovenamed parties of First and Second Parts have formed and constituted a Partnership between them for the purpose of carrying on the aforesaid business under the name and style of "STHAPATYA CONSTRUCTION" on and from the 2nd day of January, 2016.

A N D

WHEREAS in order to avoid all disputes and dissensions which may arise in future, it has been decided to have duly executed Deed of Partnership in writing containing all terms and conditions embodied therein.



NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid agreement both the parties of the First and Second Parts have agreed to become partners and have become partners under the aforesaid firm name and style as "STHAPATYA CONSTRUCTION" from the date of execution of these presents with the following terms and conditions.

-:- TERMS, CONDITIONS AND STIPULATIONS -:-

1. NAME AND ADDRESS OF THE FIRM:

THAT the name of the partnership firm shall be "STHAPATYA CONSTRUCTION" and its principal office will be at Dr. Himangshu Gupta Path, Deshbandhupara, Ward No.27 of Siliguri Municipal Corporation, Post Office-Siliguri Town, Police Station-Siliguri, District-Darjeeling, Pin-734004, in the State of West Bengal. The office of the firm may however be changed at any other place with the mutual consents of the partners.

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Subin Chakraborty
Notary Public

2. **NATURE OF BUSINESS:**

THAT the business of the Partnership Firm shall be of development activities in engineering field and construction works as Developer/Promoter, general order supply and/ or other contractual job works or any other business or businesses as the Partners may agree upon with their mutual consents.

3. **COMMENCEMENT OF PARTNERSHIP:**

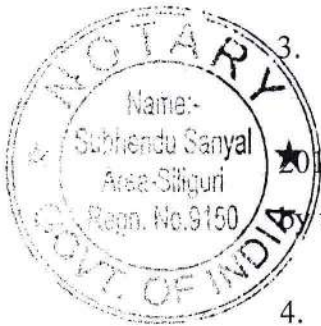
THAT the Partnership shall commence on and from 2nd day of January, 2016 and shall remain in force for indefinite period until the same is dissolved by their mutual consents.

4. **CONTINUATION OF PARTNERSHIP:**

THAT the parties abovenamed have become partners and shall continue to be partners of the said firm until the expiration of 1(one) English Calendar Month's clear notice in writing to determine the partnership left by either partner to the other is served at the office of the firm or the place of business of the firm or at the address given above and a copy thereof to the Financial Bank / Institution by Registered Post with A/D, which shall be deemed proper and sufficient service.

5. **CAPITAL & FUNDS :**

- a) THAT the capital of the partnership business shall be contributed by both the partners equally according to necessity of the business and the amount so invested shall stand credited in the name of the respective partner in the ledger account and other books of account of the firm.



Subin Chaudhary
Vasanth Kumar

- b) THAT the capital of the firm may be raised by obtaining loan from any Bank or Banks or from any financial institutions on reasonable terms and conditions and also on reasonable interest. Provided that the partners shall be entitled to take such loan if, mutually agree upon amongst them and the partners shall be liable alongwith the firm for due repayment of such loan.

6. SHARE OF PROFIT AND LOSS:

THAT the share of the parties in profit and loss after deducting all expenses including salary and / or interest payable to the partners shall be as follows: -

- i) FIRST PARTY ----- 50% (Fifty Percent)
ii) SECOND PARTY ----- 50% (Fifty Percent)

7. SALARY & INTEREST TO THE PARTNERS:

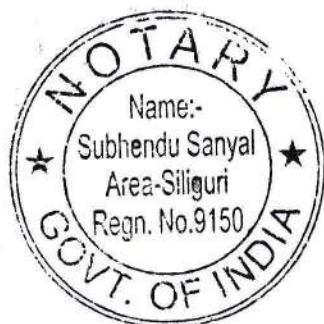
- i) THAT both the partners will be the working partners and shall remain actively engaged in conducting the affairs of the partnership business for the best of their knowledge and ability and they shall perform such duty from time to time as they mutually agree upon.
- ii) THAT the aforesaid working partners shall devote their time and energy to the business affairs of the firm and continue to be working partners and shall be eligible to a salary from the firm for rendering services to the firm which shall be decided and divided by the parties hereto amongst them at the end of each year under their mutual decisions but the aggregate amount of such salary shall not exceed the maximum amount allowable to be deducted /added from/to the profits/losses of the firm



Subin de choudhary
Vasdev Ram.

respectively for computing the total income under the provisions of section 40(b) of the Income Tax Act 1961 prevailing from time to time.

The salary payable to the working partners shall be computed on the book profit as defined in explanation 3 to Section 40 (b) of the Income Tax Act, 1961 or any other applicable provision as may be in force in the Income Tax Assessment of the partnership firm for the relevant accounting year in the following manners:-



On the first Rs.3,00,000/-
of the book profit

Rs.1,50,000/- or @ 90% of the
book profit which ever is more.

On the balance
of the book profit

@ 60% of the book profit.

In case of loss or lower income below than Rs.1,50,000/- (Rupees one lakh fifty thousand only), payment of salary to the partner can be NIL or such book profit shall be taken to be the total salary to be distributed to the working partners.

- iii) That the capital of the partnership firm shall be contributed, provided or arranged by partners hereto as and when required by the firm in the manner as decided mutually by the parties hereto which shall carry interest @ 9% per annum or such lower rate as may be decided by the partners from time to time, even in case of loss, the partners or any of them may waive interest for any period /year, such variance in rate of

I solemnly Affirm & Declare
before me on Identification
Subhendu Sanyal
Govt. of India

Subin Chatterjee
Notary Public

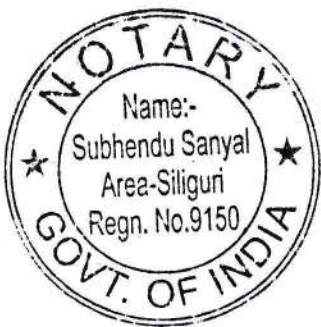
interest thereof may either be in express terms or implied by contract at the sweet will of the partners. Interest shall be calculated and allowed or charged to the partners on the time to time credit/debit balance of the partners and adjusted at the end of accounting year. No interest shall be calculated by the firm if the capital amount reflects debit balance.

8. **ACCOUNTING YEAR AND ACCOUNTS:**

- a) The accounting year of the partnership business shall be the financial year i.e., commencing from 1st day of April and ending on 31st day of March of the succeeding year.
- b) The firm shall maintain proper Books of Account and the Books of Account, Bills, Vouchers etc. shall be maintain at the principal place of business, each partner or by their duly authorised agent shall be liberty to examine, inspect and take copies and extract, during all reasonable hours.
- c) At the end of every year during the continuance of the Partnership Business a General account shall be taken-off 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 the said account shall be signed by both the partners.

9. **BANK ACCOUNTS AND OPERATION :**

- a) That the partners of the firm shall open Bank account(s) in the name of the firm in any Nationalised Bank or Banks at Siliguri or any other place or places as the partners may agree upon time to time.
- b) That any one of the partners shall have the right to operate the bank

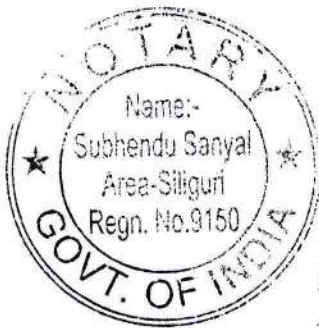


Subin Choudhury
Vasleem Ravins

- c) All cheques, money and other securities of the partnership firm /business shall be deposited in the bank account(s) of the firm.

10. **DRAWINGS:**

The Partners shall be entitled to draw money month by month, out of Net Profit of the business as per their requirement and subject to their mutual consents and such drawing shall be deducted from his share of profit in the capital account.



11. **MANAGEMENT:**

That the business of the firm shall be managed and controlled by the parties of First and Second Parts mutually and any one of the Partners shall have the right to sign any documents, papers, deed of agreement, deed of agreement to sell, deed of sale, deed of gift and or any other papers relating to the partnership business.

12. **DISSOLUTION:**

The death of any partner, insolvency, expulsion or physical disability of any partner, the firm shall not be stand dissolved. In the event of death of any partner occurred during the tenure of said partnership, the surviving partner shall be entitled to continue and to carry on the business of the firm subject to terms and conditions embodied in these presents unless the surviving partner and the legal representative of the deceased partner decide that the firm shall be stand dissolved, provided that such dissolution will be effective only on written consent and acceptance from the

Subin de Choudhury
Vasankar Biswas.

13. **RETIREMENT:**

If any partner desires to retire from the firm, he has to serve 1(one) English calendar month's clear notice in writing to the other partner and to the Financial Bank/Institution expressing his desirousness of retirement and proper account will be taken-off and the retiring partner shall be paid according to his share and such retirement will be valid after considering the other things interalia with the consent in this respect from the Financial Bank/Institution. Moreover, after such retirement, the retiring partner's liability to the Financial Bank/Institutions will exist so long the loan amount is not fully liquidated.

14. **ADMISSION OF NEW PARTNER /PARTNERS:**

The Partners shall have the right to admit any person(s) as new partner(s) of the firm in case of any necessity and also on their mutual consents. Terms and conditions for the new partner(s) in the partnership business shall be determined by the existing partners.

15. **MISCELLANEOUS:**

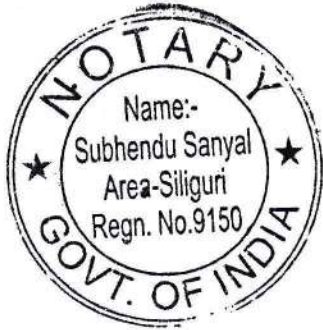
- a) That any one of the partners shall be entitled to appoint, dismiss, promote or degrade any staff, guard, supplier, contractor etc. for smooth running of the business of the firm.
- b) That any one of the Partners solely shall be entitled to represent the firm before any Bank/ Financial Institution, deal with any private individual for the purpose of developing the land on contract, Siliguri Municipal Corporation, Siliguri-Jalpaiguri Development Authority, Borough Office, Income and Sale Tax Department, Professional Tax & Provident Fund Department, Land Offices, Service Tax office, Registration Offices, Gram



I solemnly Affirm & Declare
before me on Identification
Subhendu Sanyal

Subin de Choudhury
Vaslen Bhanu

Panchayat Offices, office of the Mahakuma Parishad, Pollution Control Board, Fire Brigade, Housing Board Office, any Registry Office, B.L. & L.R.O, Office, S.D. & L.R.O. Office, Police Station and also in any Civil or Criminal Courts in India and also in others private, government and semi-government offices. Any one of the Partners shall have the authority to appoint agent(s), lawyer(s), attorneys and fix their remuneration/fees and to sign and execute agreements for sale or any kind of agreements, papers and other documents necessary to carry on the business of the partnership firm and also further be entitled to collect payment from any Government or Semi-Government departments, Financial Bank/ Institutions and also from any private individual and to give receipt thereof.



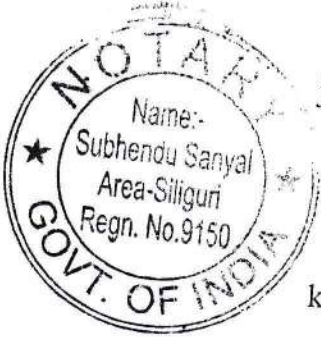
- c) That the partners shall be just and faithful to each other and shall work for the best interest of the partnership business.
- d) That each partner shall at all times give to the other, the true information and faithful explanation of all matters relating to the partnership business.
- e) That each partner shall punctually pay and discharge his separate debts and liabilities and shall keep the firm and its properties effectually indemnified against the same.
- f) None of the partners shall be entitled to sell his share in the firm to any outsider without the written consent of the other partners and the Financial Bank/Institution.

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re me on Identification

02.01.2016
Soumyarun Chakraborty

Subin ch Choudhury
Vasudev Biswas

- g) 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 of the other partners.
- h) Any of the terms may be varied, altered, amended, substituted and added by the mutual consents of the partners in writing and with prior intimation and acceptance of the Financial Bank / Institution.
- i) Any one of the Partners may sign and present Bill for payment to the Authority concerned and grant receipt for such payment for and on behalf of the firm.
- j) No partner shall without the consents of the other partner do any act or thing whereby partnership assets of his interest thereon shall become liable for any private debt or delegation.
- k) None of the partners shall without the consents in writing of the other partner dispose off by sale, mortgage or otherwise any of the interest in the Partnership.
- l) That neither the firm nor any partners shall be liable for any prior or subsequent personal liability or liabilities of any partner.
- m) Notwithstanding any thing contained in these presents the provisions of Indian Partnership Act, 1932 shall be applicable as amended from time to time.

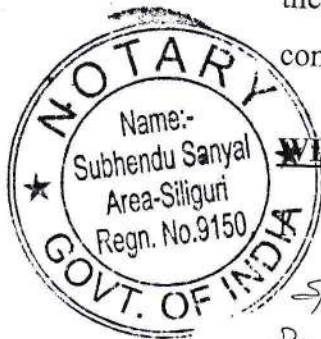


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 before me on Identification

02.01.2016
 Soumyarup Chakraborty
 Advocate, Siliguri

- n) That in the event of any dispute or difference arising out of this agreement and/or the terms, conditions and stipulations herein contained including the interpretation thereof, the same shall be referred to an Arbitrator to be mutually appointed by the partners hereto. The Arbitrator shall conduct the arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996 (As amended upto date) at Siliguri.

IN WITNESS WHEREOF both the partners hereunto have set and subscribed their respective hands in good health and conscious mind after understanding the contents of this deed on the day, month and year first above written.



WITNESSES :

A/cy Das.
S/o Late Anant Das.
P.O. - Savar Road.
P.S. Vanki Nagar,
Tamata Nagar, Siliguri
Dist. Jalpaiguri.

2. *Ranjan Das*
S/o Dipak Das
Deshbandhupara
Siliguri

Subin Choudhury

SIGNATURE OF THE FIRST PARTY

Nankar Das.

SIGNATURE OF THE SECOND PARTY

Drafted according to the information supplied to me by the executants and under their instructions by me readover and explained to the parties by me and computerized in my office.

Soumyarup Chakraborty
 02.01.2016
 (Soumyarup Chakraborty)
 Advocate, Siliguri.

