

Ratan Kumar Bagchi

NOTARY

GOVT. OF INDIA

★ Professional Address :

Room No. -3, Bar Association
Siliguri Court, Ph. : 0353-24305091

★ Chamber Cum Residence :

Raja Ram Mohan Roy Road (1st Lane)
Hakimpara (Beside Rajdoot Club)
Siliguri, Dist. Darjeeling, W.B.

★ Residence :

"BAGCHI BARI"

Himachal Sarani, Halderpara
Near Brahmakumaries

Siliguri, Dist. Jalpaiguri, W.B.

Cell : 094340-87175, 090833-56198

Serial No.

Date **11 MAR 2023**

Notarial Certificate

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

TO ALL WHOM THESE PRESENTS shall come I, *Sri Ratan Kumar Bagchi*, 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 Mr./Mrs./Miss *Jahar Lal Heneli* Advocate, as to the matters contained therein, presented before me.

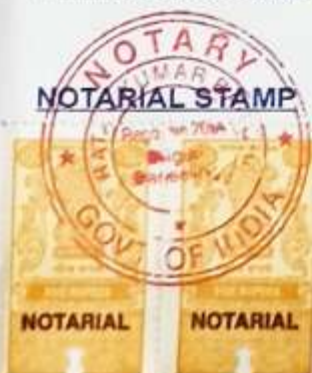
Accordingly to that this is to certify, authenticate and attest that the annexed instrument "A" is the :

PARTNERSHIP DEED

PRIMA FACIE the annexed instrument 'A' appears to be the usual procedure to serve and avail as needs or occasions 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 the office at Siliguri on this the 11th day of March the year of Christ 2023

NOTARIAL STAMP



RATAN KUMAR BAGCHI

NOTARY

Siliguri, Dist. Darjeeling

The Executant/s is / are identified by me :

[Signature]

Advocate

11 MAR 2023

भारतीय गैर न्यायिक

पचास
रुपये

रु.50



FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AG 212779



RUP CONSTRUCTION

PARTNER

RUP CONSTRUCTION

PARTNER

Dipika Sarkar



DEED OF PARTNERSHIP

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Ratn Kumar Bagchi
NOTARY
Govt. of India
Regd. No.-7084
Siliguri, Darjeeling

11 MAR 2023



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AG 212780



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RUP CONSTRUCTION

PARTNER

RUP CONSTRUCTION

Sipika Sarkar

PARTNER

THIS DEED OF PARTNERSHIP IS MADE ON THIS THE 4TH DAY OF
JANUARY, TWO THOUSAND TWENTY-THREE.

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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AG 212781



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BETWEEN

RUP CONSTRUCTION
PARTNER
[Signature]

RUP CONSTRUCTION
PARTNER
[Signature]

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[Signature]
Ratan K. Bagchi
NOTARY
Govt. of India
Regd. No.-7084
Siliguri, Darjeeling

11 MAR. 2023

SRI MUKUL SARKAR, Son of Sri Manoranjan Sarkar, Hindu by religion, Indian by nationality, Business by occupation, resident of Meghlal Roy Road, Chayanpara, Ward No. 37 of Siliguri Municipal Corporation, Post Office - Rabindra Sarani, Police Station - Bhaktinagar, District - Jalpaiguri, in the State of West Bengal, PIN-734006 - hereinafter called the **FIRST PARTY** (which expression shall mean and include unless excluded by or repugnant to the context his heirs, successors, legal representatives, executors, administrators and assigns) of the **FIRST PART**.

A N D

SMT. DIPIKA SARKAR, Wife of Sri Mukul Sarkar, Hindu by religion, Indian by Nationality, Business by occupation, resident of Meghlal Roy Road, Chayanpara, Ward No. 37 of Siliguri Municipal Corporation, Post Office - Rabindra Sarani, Police Station - Bhaktinagar, District - Jalpaiguri, in the State of West Bengal, PIN-734006 - hereinafter called the **SECOND PARTY** (which expression shall mean and include unless excluded by or repugnant to the context her heirs, successors, legal representatives, executors, administrators and assigns) of the **SECOND PART**.

WHEREAS the abovenamed parties have decided and agreed to carry on Partnership business of Construction of buildings.

A N D

WHEREAS the abovenamed parties for good diverse reasons have deemed it expedient to reduce in writing the terms and conditions of their said partnership and to have a duly executed Deed of Partnership.

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RUP CONSTRUCTION

Diipika Sarkar
PARTNER

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Diipika Sarkar
PARTNER

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

1. **NAME OF THE FIRM:**

That the business of the partnership firm shall be carried on under the name & style of "**RUP CONSTRUCTION**".

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

A) That the Partnership business shall be deemed to have commenced with the effect from the date of execution of this Deed of Partnership.

B) That the Partnership shall be one "**AT WILL**".

C) That the principal office of the Partnership Firm shall be at Meghlal Roy Road, Chayanpara, Ward No. 37 of Siliguri Municipal Corporation, Post Office - Rabindra Sarani, Police Station - Bhaktinagar, District - Jalpaiguri, in the State of West Bengal, PIN-734006. The partners mutually agreeing may open, close any branch at any other place and may mutually agreeing shift the principal place of business from time to time.

3. **BUSINESS :**

That the nature of the business of the firm shall be that of Construction of buildings. The partners may venture into any other line of business with the same name and style on mutual understanding.

4. **CAPITAL AND INVESTMENT:**

That the capital of the Partnership shall be contributed equally by the Partners as and when necessary and shall consist of the sum standing to the credit of their accounts from time to time.



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RUP CONSTRUCTION

Dipika Sarkar
PARTNER

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Shalini
PARTNER

That the partners for and on behalf of the firm shall also be entitled to raise loan for the purpose of Partnership business from Bank, Financial Institution, Central or State Government and/or Private Party with mutual consent of Partners with or without security. The investment of the Firm shall/will be reflected in the Books of accounts of the Partnership Firm.

5. **ACCOUNTS:**

A) That the Accounts of the Firm shall be adjusted annually on the 31st day of March of each year or on any other interval or period when the profit or loss, as the case may be, shall be ascertained and divided between the partners according to their share mentioned elsewhere in this Deed of Partnership.

B) That the books of account, if any, together with all other papers and documents shall be kept at the principal office of the Firm and the partners shall at all reasonable time be entitled to inspect or take copies or extract thereof.

6. **BANK ACCOUNTS:**

The Bank Account of the Partnership firm shall be opened with any Nationalized - scheduled Bank or Banks as the Partners may decide from time to time and shall be operated by the First Party i.e. Sri Mukul Sarkar.

7. **PROFIT AND 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 in the following manners:-

- | | | |
|-----------------|---|-----|
| 1) First Party | - | 50% |
| 2) Second Party | - | 50% |

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Dipika Sarkar

PARTNER

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Sri Mukul Sarkar

PARTNER



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8. **WORKING PARTNERS:**

That both the partners hereto shall be actively engaged in progress the aforesaid business of the above named Partnership Firm and they shall devote full time and energy to the business affairs of the Firm, shall continue to be working partners.

9. **SALARY/REMUNERATION/COMMISSION OF PARTNERS:**

That all the partners hereto above being working partners will be entitled to get remuneration from the Firm as per provision of Income Tax Act, 1961 and as mutually agreed upon by the Partners. It may be expressly mention here that in no case such remuneration payable to the Partners shall exceed the ceiling laid down under Section 40 (b)/v(ii) of the Income Tax Act, 1961. Such remuneration to the working partners will be credited to their respective capital account at the end of the accounting period when the final account will be drawn up and the Book profit will be ascertain, the Partners will have the liberty to make drawings against their remuneration and such amount as may be mutually agreed upon.

RUP CONSTRUCTION

Supika Sarkar

PARTNER

RUP CONSTRUCTION

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PARTNER

10. **INTEREST ON CAPITAL:**

That the Partners hereto above will be entitled to get interest on their capital invested in the firm, the rate of interest will be such as may be mutually agreed but in no case the rate shall exceed 12% simple interest per annum as has been fixed by Section 40(b)(iv) of the Income Tax Act, 1961. The interest will be calculated on the opening balance standing to the credit of the Partners Capital Accounts.

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11. **RIGHT CLAUSE/FORBIDDEN CLAUSE:**

1. That the Partners shall be entitled: -

- a) To carry on the Partnership business and to do and execute all acts and deeds on behalf of the Partnership Firm.
- b) To employ, dismiss, degrade or promote any employee or agent of the Firm.
- c) To submit any dispute relating to the business of the firm to Arbitration.
- d) Until and unless the Partnership Firm is dissolved, no partners shall be entitled to start any other business of similar nature in and around the town of Siliguri.
- e) After dissolution of the Partnership Firm any Partner has the right to keep the credentials and goodwill of the partnership business on mutual understanding with each other.
- f) To compromise or settle any dues to the Partnership and grant discharge thereof.

2. That the Partners shall be just and faithful to each other and shall work for the best interest of the Partnership business.
3. That each partner shall punctually pay and discharge his/her separate debts and liabilities and shall keep the Firm on its properties effectually indemnified against the same.
4. That each partner shall at all time give to the other partner the true information and faithful explanation of all matters relating to the Partnership business.
5. That no partner without the consent of the other partner shall:-

RUP CONSTRUCTION

Dipika Sarkar

PARTNER

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PARTNER



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Siliguri, Darjeeling

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

12. **EXPULSION OF PARTNERS :**

Any Partner shall be liable to be expelled from the Firm by the other remaining partners if the delinquent partner at any time misappropriates any funds of the partnership business or does any act contrary to the interest of the Partnership business or misrepresents the Firm or exploits the goodwill or effect of the Partnership Firm for his own interest or for any other reason which may be considered by the other Partners to be deemed sufficient enough for prosecution and consequent expulsion of the delinquent Partner from the Firm.

13. **RETIREMENT/DISSOLUTION :**

- a) That if any partner is willing to retire from the Partnership Firm he may do so by giving three 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.
- 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 taking into the said partnership business the nominee of the deceased partner as stated hereinabove, as a partner.

RUP CONSTRUCTION
Dipika Sarkar
PARTNER

RUP CONSTRUCTION
Shafiq
PARTNER



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Shiguri, Darjeeling

In case, the nominee or legal heirs or representatives is/are not willing, the surviving partners shall be entitled to carry on the business of the firm and the remaining partners shall be bound to settle the accounts of the deceased partner in favour of the legal heirs or the legal representatives of the deceased partner.

14. **OTHER GENERAL CLAUSES:**

- A) That any of the clause as referred to hereinabove may be altered and/or amended with the mutual consent of the Partners.
- B) Save as aforesaid the provisions of the Indian Partnership Act, 1932 as it stands amended, revised, modified from time to time shall govern this Partnership.



IN WITNESS WHEREOF THE PARTIES HERETO DO HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES:

1.

RUP CONSTRUCTION

PARTNER

(SIGNATURE OF THE FIRST PARTY)

RUP CONSTRUCTION

PARTNER

(SIGNATURE OF THE SECOND PARTY)

2.

Drafted by me and typed

in my office:

Advocate, Siliguri

J. L. Nandi

Advocate, Siliguri

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