

Debasish Chakraborty Notary

(Appointed by Govt. of India)

Serial No. Dated20

Chamber
Sushil Smaran, Opposite Employment
Exchange, Haren Mukherjee Road,
Ward No. 12, Hakimpura, Siliguri
Mobile : 9933157415
9641760838, 7679883606

NOTARIAL CERTIFICATE

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

To ALL TO WHOM THESE PRESENT shall come, I, **Sri Debasish Chakraborty**, 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 also by Sri / Smt. *R. Chakraborty* 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 Deed of Partnership."

PRIMA FACIE the annexed instrument 'A' appears to be usual procedure to save 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 28th day of Feb in the of year 2023



NOTARIAL STAMP

28 FEB 2023
Debasish Chakraborty
Notary Govt. of India
Siliguri, Darjeeling
Regd. No. 13792
Debasish Chakraborty
Notary Govt. of India

The executants is/are identified by me

Chy
Advocate



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AE 949735

M. P. DEVELOPERS

Manashi Saha

Partner

M. P. DEVELOPERS

Indira Saha

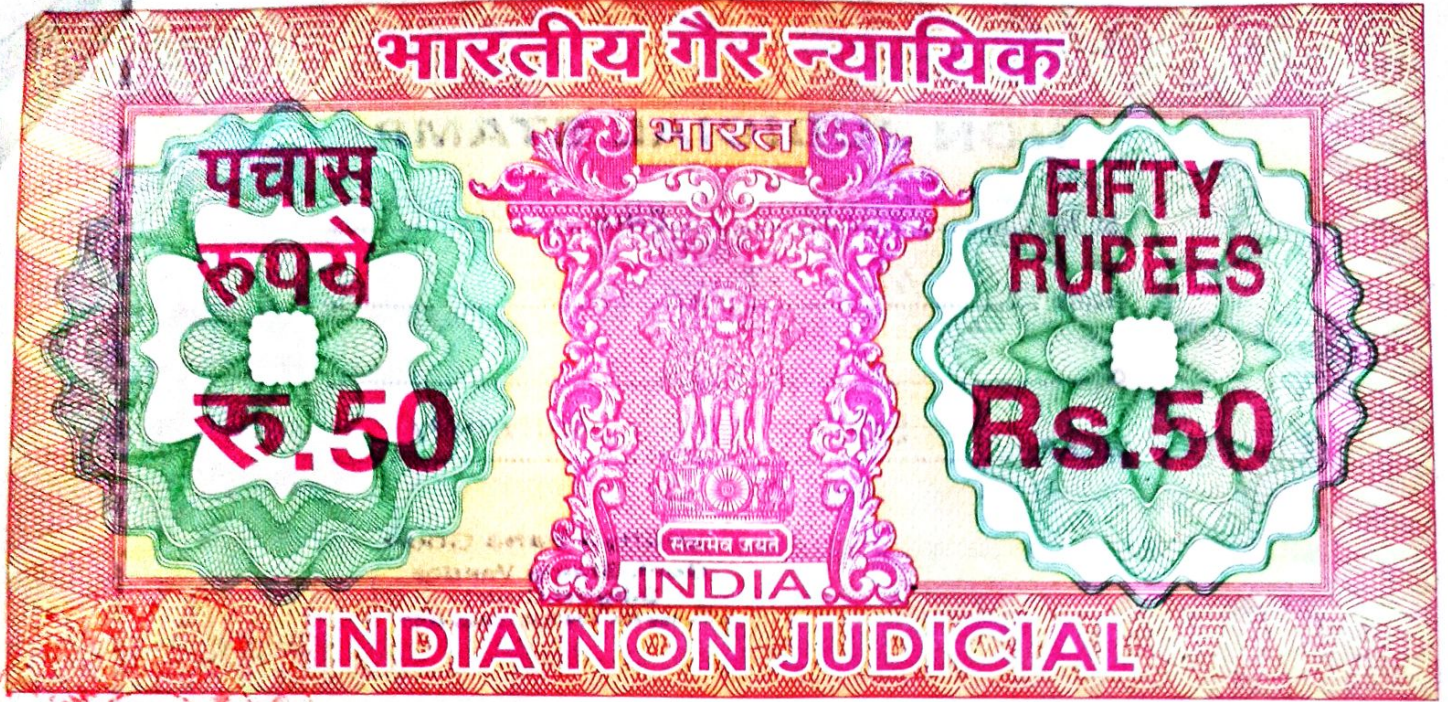
Partner

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP IS MADE AT SILIGURI ON
THIS THE 24TH DAY OF FEBRUARY, 2023

28 FEB 2023


Dabasi Chakraborty
Notary Govt. of India
Siliguri, Darjeeling
Regd. No. 13792



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AB 483697

M. P. DEVELOPERS

Manashi Saha

Partner

M. P. DEVELOPERS

Indrajit Saha

Partner

BETWEEN

SMT MANASHI SAHA, wife of Sri Pradipta Saha, having PAN NO: DLPPS4133D Hindu by faith, business by occupation, residing at at A.P.C Sarani, Siliguri, P.O. AND P.S. Siliguri, Pin-734004, District Darjeeling (WB)-)- herein after called the "FIRST PART" (which expression shall mean and include unless otherwise excluded by or repugnant to the context his heir, executors, administrations, successors, representatives, and assigns).

A
Dabassish Chakraborty
Notary Govt. of India
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28 FEB 2023



AND

M. P. DEVELOPERS
Monashi Saha
Partner

M. P. DEVELOPERS
Bridgh Saha
Partner

SRI PRADIPTA SAHA, son of Sri Prosenjit Saha, having PAN NO: AYKPS5248Q, Hindu by faith, business by occupation, residing at A.P.C Sarani, Sliguri, P.O. AND P.S. Siliguri, Pin-734004, District Darjeeling (WB)-)- herein after called the **"SECOND PART"** (which expression shall mean and include unless otherwise excluded by or repugnant to the context his heir, executors, administrations, successors, representatives, and assigns).

WHEREAS the above named parties agreed and decided between themselves to form and constitute a partnership firm to carry on a construction and/ or promoting/Developing business mainly dealing in all types of construction of residential and commercial complexes, purchase and selling of land ,Warehousing, handling contractor of labour and transport vehicle ,civil contract , railway, telecom contracts and all other allied related works and such others works and may be mutually decided from time under name and style of **M.P.DEVELOPERS**

AND

Whereas in order to future avoid future difference , Doubts and Disputes it is deemed expedient to reduce in writing the conditions of the partnership firm.

NOW THIS INDENTURE WITNESSETH that in pursuance of the above stated agreement the parties hereto do hereby mutually covenant with each other that they become and shall continue as parties in the aforesaid business upon such terms and subject to conditions and stipulations here in after contained in the following articles that is to say

1. THAT the name and style of the partnership firm shall be **M.P.DEVELOPERS**

2. That the office of firm shall be at "R.B. PARIWAR" APC Sarani Deshabndhu Para, P.O. & P.S. Siliguri -734004 in the District of Darjeeling (WB) and subject to the powers of the parties to change to style and/ or site of the firm's head office as main

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place of business anywhere within and/ or outside India as they may agree upon from time to time and partners are also empowered to appoint any agent, legal advisor, consultants, attorneys or whomsoever for smooth running and expediency of business of the firm.

M. P. DEVELOPERS
Monashi Saha
Partner



3. That the Partnership firm shall carry on the business as construction and/or promotion/Developing business mainly dealing in all types of construction of residential and commercial complex, Purchase & Selling of land, Warehousing, Handling contractor of labour and transport vehicles, civil contracts, railway, telecom contracts and all other allied and related works and such other works and/ or in such capacities as may be decided by parties from time to time. The parties may be mutual consent start a new line of business or close one or more line or line of business.

M. P. DEVELOPERS
Bridgh Saha
Partner

4. That the business of the partnership has commenced and shall be deemed to have commenced on and from 24th day of FEBRUARY, TWO THOUSAND TWENTY THREE and continue so long as the partner hereto may desire.

5. THAT the business of the firm shall be managed by any partner Singly and any of the partners shall be authorized to represent the firm before any statutory authority or whom so ever and any partner can execute the documents singly for and on behalf of the firm.

6. THAT the partners hereto shall by mutual consent, borrow money from Banks, Financial Institutions or from the private parties or individuals or whatsoever with or without security for the best interest of the firm.

7. THAT the Bank Account or Accounts in the name of the firm shall be opened with any schedule Bank or Banks as may be mutually settled by the partners and all the partners shall be authorized to operate the account and sign cheque, bundies, Bill of exchange or any negotiable documents Singly for and on behalf of the firm.

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M. P. DEVELOPERS
Manashi Saha
Partner

M. P. DEVELOPERS
Indrajit Saha
Partner

8. THAT the initial capital of the firm shall be contributed by all the partners hereto to the firm shall be mutually decided by the partners and more shall be contributed as to be mutually agreed upon by the partners from time to time to run the partnership business. The partners shall be entitled to get interest @12% per annum or at such rate on the partners contribution as may be mutually agreed upon by them. Such interest would however not be allowed in the event of losses. However the partners may by their mutual consent add, amend alter modify, reduce, vary, or cancel this clause in any manner as may mutually decided between them from time to time.

9. THAT in addition to the capital contributed by the partners any further money required by the firm may be raised as loan from Bank or other lenders on such terms and conditions and rate of interest as may be available from time to time.

10. That the parties hereto hereby agreed that they will not withdrew any sum contributed on account of initial Capital and beyond that Capital they may make monthly withdrawals against profit accrued or to accrue only. However they can withdrew any sum from their Capital Account after getting prior approval from other partners.

11. That

- i) All the partners have agreed to work in the partnership firm as working partners. It is hereby agreed that in consideration of the partners devoting their time and attention to the business of the partnership firm and working in the partnership they shall be entitled to draw monthly remuneration this aggregate amount of which shall be entitled to draw monthly remuneration the aggregate amount of which shall be the maximum amount allowable as


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deduction as per the provisions of the Income Tax, 1961 and this may be changed from time to time by mutual consent. However in case of losses no remuneration could be paid or in case on inadequacy of profit the same shall be restricted to such available profit.

M. P. DEVELOPERS
Manashi Saha
Partner

- ii) The partners shall be entitled to draw their remuneration only after the end of the relevant accounting period. However, nothing herein contained shall preclude any of the said partners from withdrawing every amount from the partnership firm against the amount or his share of profit for the relevant accounting year in such manner as may be decided by the partners by mutual consent.

M.P. DEVELOPERS
Pradipta Saha
Partner

12. **THAT** the net profit or loss as the case may be, of partnership business after deducting and remuneration payable to the partners in accordance with this deed of partnership or any supplementary deed as may be executed by the partners, shall be divided and distributed amongst the partners in the following proportion. (Total 100% share will be divided in two shares and each one will have 50% share)

- a. Smt Manashi Saha 50%
- b. Sri Pradipta Saha 50%

Moreover the aforesaid profit and remuneration distribution ratio can be charge in every financial year as the contribution of funds by the partners in each project undertaken by this partnership firm.

13. **THAT** the First Accounting year of the partnership firm shall be from the date of the commencement of the partnership to the next 31st of March and thereafter the firm shall follow English year i.e 1st April to 31st March as its Accounting Year. That account of the partnership of year shall be made up and drawn and profit/ loss of the business shall be ascertained and entered in the respective accounts of the partner, which shall be binding on all the parties.


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M. P. DEVELOPERS
Manashi Saha
Partner

M. P. DEVELOPERS
Indrajit Saha
Partner

14. THAT proper books of accounts of the partnership shall be kept in normal course of business at the mail place or place of the business wherein shall be recorded particulars of all transactions, matters and things relating to the said partnership concern and each and every partner shall have full and easy access to the books of accounts and documents at all reasonable time and shall be at liberty to check them and make such extracts there from as he may deem fit or necessary. The books of accounts will not be removed from place of business in any eventuality.

15. THAT the expenses and outgoing what so ever in respect of the said partnership business shall be paid and borne out from the gross earning and assets of the partnership firm and if at any time the same be not sufficient meet the expenses incurred or loss suffered; the same will be paid and borne by the partners to extent of their share of profit/ loss.

16. THAT every partner shall punctually pay and discharge his separate debts and acknowledgements and shall at all times indemnify and keep indemnified against the same and all actions, proceedings cots, damages and expenses on account hereof.

17. THAT EACH PARTNER SHALL:-

a) Be just and faithful to the other partners in all transactions relating to the partnership firm.

b) At all times give to the other a just and faithful account of the firm and also upon a reasonable request further furnish a true and correct explanation thereof to the other partners.

18. THAT if necessary, the partners may be mutual consent and/ or as such terms and condition as they shall decide upon, take in / induct in any new partners in the said partnership.

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M. P. DEVELOPERS
Manashi Saha
Partner

M. P. DEVELOPERS
Indeph Saha
Partner

19. THAT no partner shall, without the consent in writing of the other partners, assign or mortgage or transfer his share of interest in the partnership and will not start himself without the consent of other partners in writing in the similar and identical type/ nature of business as being done by the firm.

20. THAT the partnership shall not be dissolved on the retirement or death of any of the partners here to but shall be continued and carried on by the surviving partners and the partners who retires or the legal heirs of the diseased partner will not be entitled for any goodwill Advantages, Quotas, Office premises factories, Contracts, Licenses, Assets, Properties, Staff- Members and employee and all other benefits of like nature of the firm if any. However he will be entitled to get his share of profit, remuneration up to the date of his retirement of death and credit balance in his capital account.

21. THAT the partnership shall continue so long as the parties hereto may desire any of the parties hereto may retire from the partnership on given three months notice in writing to, other partners of his intention of such retirement.

That on the expire of the said notice period the firm shall not be dissolved but carried on if so desired by the remaining partners and share of the retiring partner will be divided amongst the continuing partners or shall be mutually agreed upon by the partners.

That if any of the parties here to retires as aforesaid, the partnership account will be prepared as on the date retirement of the retiring partner, together with the other account standing to credit in his accounts will be paid to him by remaining partner(s) immediately or in installment as may be agreed upon by the parties hereto of the agreement.


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M. P. DEVELOPERS
Manashi Saha
Partner

M. P. DEVELOPERS
Indrigh Saha
Partner

22. THAT on the retirement of any other partners, as aforesaid, the retiring partner shall not be entitled to carry on business under the name and style of "M.P. DEVELOPERS" and who shall not be entitled to Good will, Advantages, Quotas, Office premises Factories, Contracts, Licenses, Assets, Properties, Staff- Members and employees and all other benefits of the like nature and also for the liabilities of the firm unless otherwise agreed upon at the time of final settlement of the account.

23. THAT on partner shall without the written consent of the other partners do any of the following, namely, dispose of, or encumber any of the assets of the firm, borrow any money or incur any liability on behalf of the firm or stop operation of any banking account or cancel any transaction entered in to by the firm. No partner shall without the written consent of the other partners keep the business place closed or prevent any partner from entering the business premises of the firm. In these respects the decision of the majority of the partners will be treated as the consent of the partners and/ or the firm.

24. THAT any partner may be expelled from the partnership after giving him opportunity to explain his conduct or allegations against him as regards fraudulent conduct misappropriation, manipulation of account making secret profits or carrying on some other business competitive to business of the firm or utilizing the know- how and particulars of customers of the firm.

25. THAT all notice to be given either or partner or by a partner to the firm hereunder shall be deemed to be duly served if addressed to such firm or the partner at the address given here in above and sent by registered post.

26. THAT any dispute or difference which may arise between the partners or their heirs and representatives or between the firm and a partner with regard to the construction meaning and effect to this DEED or respecting accounts profits or losses of the business of the firm or the right or liability of the partners here under or the dissolution or winding up of the business or any other matter relating to the firm shall be referred to arbitration to arbitrator to be appointed by the partners mutually and his clause shall be deemed to be submission and/ or

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reference to the Arbitrator and conciliation Act 1996 including any statutory modification thereof.

27. THAT in all other matters not mentioned or discussed here-in-above or otherwise expressly provided for, The Partnership, 1932 or any other statutory modifications thereof in force for the time being shall apply.

28. THAT any of the above noted terms and conditions may be varied, altered or added to by mutual consent of the partners hereto, to be either expressed in writing or implied by conduct.

IN WITNESS WHEREOF the said parties to these presents have set and subscribed their hands and seals on the day, month and year first written here-in-above.

IN THE PRESENCE OF:

1. Joydip Ghosh
C/o Kanak Ghosh
Deshbandhu Para,
Siliguri

2. Moumita Saha
C/o Mithu Saha
Deshbandhu para
Siliguri - 04

M. P. DEVELOPERS
Manashi Saha
Partner

First Part

M. P. DEVELOPERS
Pradya Saha
Partner

Second Part

Drafted, Read over and explained
To all the partners by me.

IDENTIFIED BY ME
ADVOCATE, SILIGURI

Dobasish Chakraborty
Notary Govt of India
Siliguri, Darjeeling
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