

Kaushik Goswami

Notary, Registration No. 16/2017
GOVT. OF WEST BENGAL



Old Bus Stand,
Court More, Siliguri
Cell- 98320-63887 / 94762-93677
Email: kaushikgoswami9@gmail.com

Serial No. *8*

Date *02 MAY 2023*

NOTARIAL CERTIFICATE

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

TO ALL TO WHOM THESE PRESENTS Shall come, I, Sri KAUSHIK GOSWAMI duly authorised by the Government of West Bengal to practice as a Notary do hereby verify, authenticate, certify, and 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. *Pradip Lohatia* 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:

" *As Partner Ship Deed* "

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 *27th* day of *April* the year of Christ 20 *23*



NOTARIAL STAMP

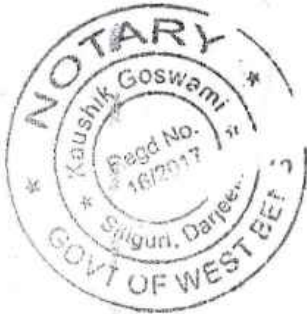
The executants is / are identified by me :

Advocate
02 MAY 2023
KAUSHIK GOSWAMI
Notary, Reg. No. 16/17
Siliguri, Dist. Darjeeling
Exp. Dt.: 04/06/2027



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AN 169011



DEED OF PARTNERSHIP
OF

"MAA TARA BUILDERS"

**TARASHANKAR SARANI,
DESHBANDHUPARA,
P.O. SILIGURI TOWN,
P.S. SILIGURI
DIST. : DARJEELING
PIN - 734004**

**THIS DEED OF PARTNERSHIP MADE ON THE 27TH DAY OF APRIL
IN THE YEAR TWO THOUSAND TWENTY THREE**

BETWEEN

Sukla K...

Pranab S...

(Contd.....P/2)
02 MAY 2023
KAUSHIK GOSWAMI
Notary, Govt of West Bengal
Siliguri, Darjeeling
Reg. No. : 16/2017

NO 3152 DATED 27/4/23
SOLD TO Maa Tanu Builders
OF By
RUPEES 109

S. K. Sarkar
(S. K. Sarkar)
STAMP VENDOR,
A.D.S.R. Office, Siliguri
1/No-8/1976

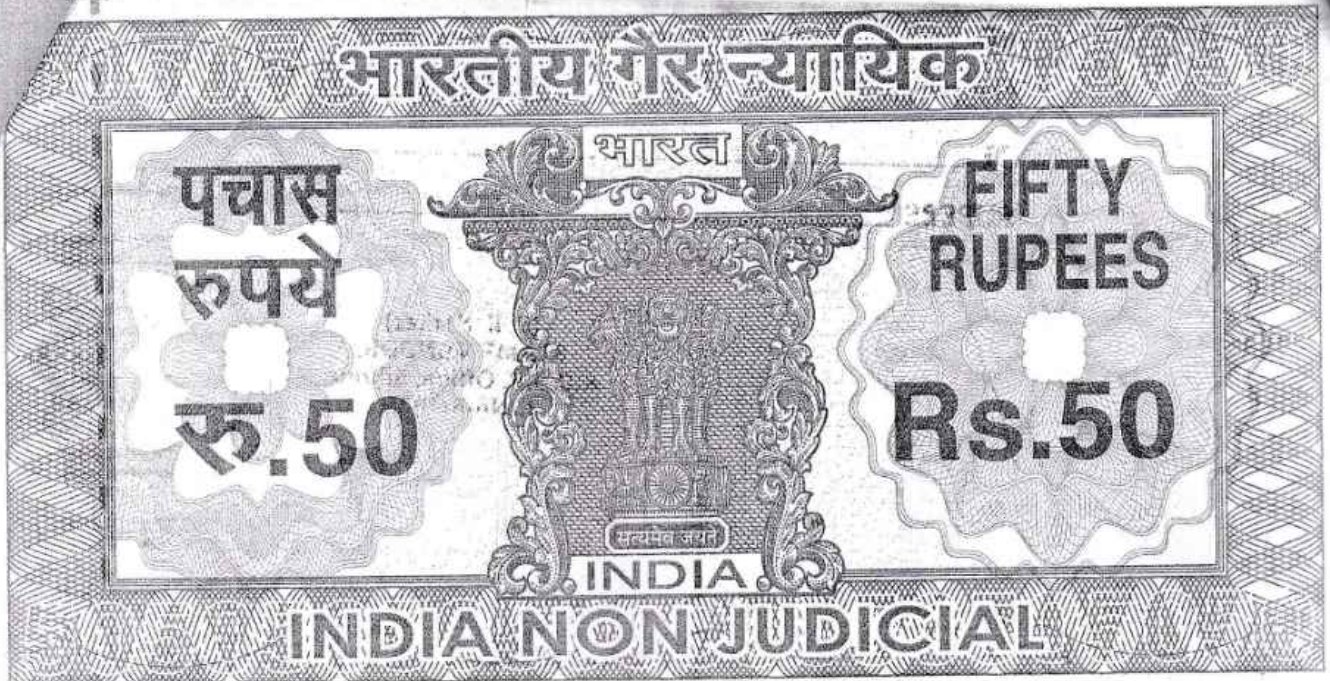
NO 3143 DATE 27/4/23

SOLD TO Mag Tang Baidas

OF By

RUPEES 50

(S. K. Sarkar)
STAMP VENDOR,
A.D.S.R. Office, Siliguri
I./No-8/1975



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AB 553747

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SMT. SUKLA DAS [P.A.N. AFIPD 7049F], wife of Sri Ardhendu Bikash Das, Hindu by religion, Business by occupation, residing at 1 No. Tarashankar Sarani, Deshbandhupara, P.O. Siliguri. Dist. Darjeeling - 734004 (West Bengal) hereinafter referred to as the First party or the party hereto of the **FIRST PART** which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, successors, legal representatives or assigns of the **FIRST PART**.

AND

- Sukla Das

- Ardhendu Das

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- Sukla Das

- Pranab Saha

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SRI PRANAB SAHA [P.A.N. APPPS 6628J], son of Sri Pradip Kumar Saha, Hindu by religion, Business by occupation, residing at D.B.C. Road, Ward No. 28, Deshbandhupara, P.O. Siliguri. Dist. Darjeeling - 734004, (West Bengal) hereinafter referred to as the Second party or the party hereto of the **SECOND PART** which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, successors, legal representatives or assigns of the **SECOND PART**.



WHEREAS the parties hereto of the first and second part have decided to carry on a Partnership business under the name & style **"MAA TARA BUILDERS"** at 1 No. Tarashankar Sarani, Deshbandhupara, P.S. Siliguri Town, P.O. Siliguri. Dist. Darjeeling - 734004.

AND WHEREAS in order to avoid future disputes, differences and misunderstandings, it has been deemed expedient by the parties hereto of the first and second part to reduce the terms and conditions of their Partnership in writing.

NOW THEREFORE THIS DEED OF PARTNERSHIP WITNESSES THE SAID TERMS & CONDITIONS AS FOLLOWS :-

1> NAME & PLACE :-

That the Partnership business shall be carried on under the name & style of **"MAA TARA BUILDERS"** at 1 No. Tarashankar Sarani, Deshbandhupara, P.S. Siliguri Town, P.O. Siliguri. Dist. Darjeeling - 734004.

2> BUSINESS :-

a) That the nature of business of the Partnership shall be Property Dealer, Promotership, Builders and Developers. .

b) That the Partnership shall also be entitled to Suppliers, Selling Agents, Handling Agents, Distributors, Stockists, Dealers, Traders, Commission Agents, Tour Operator/Travel Agent & Financiers.

The partners shall be at a liberty to undertake any other line(s) of business in addition to or in substitution to their present business(es).

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Sukla Das

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3> COMMENCEMENT :-

That the Partnership business shall be deemed to have commenced on and with effect from 01/04/2023.

4> CAPITAL & INTEREST :-

That the necessary capital as well as further funds required for the purpose(s) of the Partnership business shall be contributed/arranged by the partners in such manner as may be mutually agreed upon by and between the partners from time to time and the amount so contributed towards capital shall carry simple interest at the rate of 12% p.a. .

If there is any debit balance in the account of any partner, interest at the same rate shall be payable by his/her.

However, the partners may by their mutual consent add, amend, alter, modify, reduce, vary or cancel this clause in any manner as may be mutually decided between them from time to time.

5> WITHDRAWALS :-

That both the partners shall be at liberty to withdraw either monthly or otherwise out of the interest accrued/remuneration earned/profits accrued to such partner(s).

6> MANAGEMENT :-

That it is agreed by and between the parties hereto that both parties shall devote their time and attention in the conduct of the affairs of the business of the partnership firm as a working partners and they shall be entitled remuneration as determined u/s 40(b) of I.T. Act, 1961 i.e. after charging the interest paid or payable to the partners in the following manner :-

- | | | |
|----|---|--|
| a) | on the first Rs. 3,00,000 of the book-profit or in case of a loss | Rs. 1,50,000 or at the rate of 90 per cent of the book-profit, whichever is more ; |
| b) | on the balance of the book-profit | at the rate of 60 per cent |

The remuneration as determined above shall be paid or credited to the working partners equally.

In case of there being no book profit, working partners shall not be paid any remuneration.

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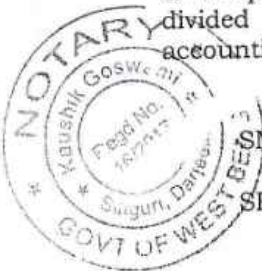
Sukla Das

Pranab Saha

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7> SHARES :-

That the profits/losses of the partnership firm as per accounts maintained by the firm after deducting all expenses relating to the business of the Partnership as well as interest and remuneration payable to the partners in accordance with the provisions of this Deed shall be divided and distributed among the partners at the close of the accounting year in the proportions specified as under :-



SMT. SUKLA DAS

First Party 50%

SRI PRANAB KUMAR SAHA

Second Party 50%

8> ACCOUNTS & ACCOUNTING YEAR :-

That the Accounting year of this reconstituted firm shall be the "Financial Year" ending on 31st March every year and all necessary, usual and proper books of account, in respect of this partnership business shall be maintained at the principal place of the firm and each partner shall be entitled to have access to such books of account.

9> RIGHTS & DUTIES :-

(A) That both the partner shall be jointly and/or severally entitled:-

1) To open and operate Bank Account(s) with scheduled/Non-scheduled Bank(s) and to secure overdraft, loans from such Bank(s) or other Financial Institutions (Central/State/Local) against security of Partnership assets on such terms and conditions deemed proper and to sign all papers, documents etc. in connection herewith.

2) Borrow money and raise loans.

3) to enter into contracts with any person(s) for carrying out the Partnership business.

4) to sign, draw, accept, negotiate pay, satisfy or receive any Bills of Exchange, Hundis, Promissory Notes, Cheques, Orders for payments or delivery of money, security of goods or other negotiable/mercantile instruments and to execute any other document(s) relating to business for and on behalf of the firm in the usual course of business,

5) To devote reasonable time and energy for the firm and not allow its work to suffer but the partner(s) shall be free to carry on all other business(es) of their own without any hindrance whatsoever.

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KAUSHIK GO (Contd.) P/6
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6) to act on behalf of the firm generally.

(B) That rights and duties of the partners inter-se and in respect of the partnership business, subject to the terms of this Deed, shall be governed as per provisions of the Indian Partnership Act, 1932.

10> BANK ACCOUNT :-

The Bank account/accounts shall be operated under the signature of both the parties or as decided by them from time to time.

11> RETIREMENT, DEATH, LUNACY & INSOLVENCY :-

That any of the partner may retire from the Firm by giving at least three (3) months notice to the other partner. Such retirement, death, lunacy and insolvency of a partner shall not operate as dissolution of the firm and in such cases one of the representative(s) of such person ceasing to be a partner shall be allowed to join this partnership as per provisions of the Indian Partnership Act, 1932.

12> ARBITRATION :-

That all the disputes relating to this Partnership business between the partners or their representatives, if not settled mutually, the same shall be referred to Arbitration and entire proceeding thereof shall be governed as per provisions of the Arbitrations Act.

13> EXPULSION OF A PARTNER :-

That if any party does not act in good faith and contravenes the provisions of this deed deliberately, he/she shall be expelled from the firm after giving three months notice to his/her and shall be treated as a retired partner.

14> JURISDICTION :-

That Jurisdiction for all Civil/Criminal disputes relating to this Partnership business between the partners or their legal representatives shall be the District head quarter covering the place of the Partnership business.

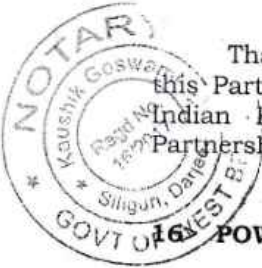


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15> PARTNERSHIP ACT :-



That it is hereby provided that if any of the terms and conditions of this Partnership Deed is repugnant or derogatory to the provisions of Indian Partnership Act, 1932, then the provision of the Indian Partnership Act, 1932 shall always prevail.

16> POWER TO VARY TERMS :-

That any of the terms and conditions of this Partnership Deed can be altered/modified/varied/added/cancelled at any time with the mutual consent of both the partners either expressed in writing or implied from the conduct.

IN WITNESS WHEREOF the parties hereto set and subscribed their hands and seal to this Deed on the day, month and year, first above mentioned.

Witnesses :

Signature of the Partners :

1> Asokhendu Baskish Das .

Sukla Das
(SUKLA DAS)

2> Rajib Chosh

Pranab Saha.
(PRANAB SAHA)

Drafted by me and typed in
my Office

Pradip Lakeotia
Advocate, Siliguri

KAUSHIK GOSWAMI
Notary, Govt of West Bengal
Siliguri, Darjeeling
Reg. No. : 16/2017
Exp. Dt.: 04/06/2027

PRADIP LAKEOTIA
Advocate, Siliguri
Enrolment No. WB558/1984

MAY 2023