

**Pashupati Shah**  
**Notary**

(Appointed by Govt. of India)



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

Serial No. January Dated 22/01/2019

## 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. Ajay Kr. Mishra 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"  
as enclosed in the next sheet

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 22nd day of January in the year 20 19 solemnly Affirmed & Declared before me on Identification



Pashupati Shah  
NOTARY, SILIGURI

**Pashupati Shah**  
**Notary**

The executentis is/are identified by me :

[Signature]  
**Advocate**



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

X 863969



WITNESSES

1) Ranjana Joarder.  
 w/o - SUBRATA JOARDER.  
 48.A.P.C. SARANI.  
 DESHBANDHU PARA.  
 SILIGURI.  
 DERJEELING.

2) Pradip K. Saha  
 s/o - Late. Uday Ch. Saha  
 Deshbandhu Para  
 Siliguri  
 Derjeeling

DEED OF PARTNERSHIP

S. P. CONSTRUCTION  
*Sudhansu*  
 Partner

S. P. CONSTRUCTION  
*Pradip K. Saha*  
 Partner

Solemnly Affirmed & Declared  
 Before me on Identification  
*Pashupati Shah*  
 Pashupati Shah  
 NOTARY, SILIGURI

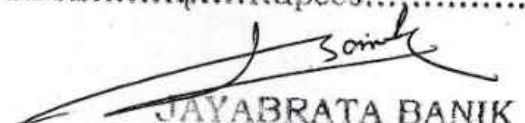
N. J. Stamp

SL. No.....185.....Date.....02.01.19

Sold to.....S.P. Construction

of.....Siddiqui

Value.....500.....Rupees.....

  
JAYABRATA BANIK  
Govt. Stamp Vender  
A.D.S.R. Office Bagdogra  
L/No- 539-R.M/Darjeeling  
Year 2007

S P CONSTRUCTION

S P CONSTRUCTION

Patna



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

X 863971



S. P. CONSTRUCTION

*Sult...*  
Partner

**DEED OF PARTNERSHIP**

S. P. CONSTRUCTION

*Prab...*  
Partner

Solemnly Affirmed & Declared  
before me on Identification

*Pashupati Shah*  
NOTARY. SILIGURI



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

X 863970



S. P. CONSTRUCTION

*Sult...*  
Partner

**DEED OF PARTNERSHIP**

IS MADE ON THIS THE

.....DAY OF JANUARY, 2019

S. P. CONSTRUCTION

*Robin...*  
Partner

Solemnly Affirmed & Declared  
Before me on Identification

*Pashupati Shah*  
Pashupati Shah  
NOTARY, SILIGURY



S. P. CONSTRUCTION  
*Sudhansu*  
Partner

S. P. CONSTRUCTION  
*Pradip Kumar Saha*  
Partner

**SRI SUBRATA JOARDER S/O LATE KISHORE CHANDRA JOARDER**, Hindu By faith, Business by occupation, resident of Deshbandhu Para, Siliguri, P.O & P.S. - Siliguri, Dist. Darjeeling, Pincode-734004, 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**.

**AND**

**SRI PRABIR SAHA S/O SRI PRADIP KUMAR SAHA** Hindu By Faith, Business by occupation, resident of Deshbandhupara, Siliguri, P.O. Siliguri Town, P.S. Siliguri, Dist.-Darjeeling, Pincode-734005, hereinafter called the **SECOND 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 **SECOND PART**.

**WHEREAS** the above named parties have joined their respective hands to start a partnership business at Deshbandhupara, Siliguri, P.O, P.S. Siliguri, Dist. Darjeeling, under the name and style of "M/S S.P CONSTRUCTION" and the business of the partnership firm shall be that of all kinds of works or contract job, development & promotion of commercial & residential complexes on and from the date of 01.01.2019.

**AND WHEREAS** the above named parties for diverse good reasons have deemed it expedient to reduce in writing the terms and conditions as agreed upon between them and to have a duly executed deed of partnership.

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-**

**1. NAME OF THE PARTNERSHIP BUSINESS**

**THAT** the partnership business shall be carried on under the trade name & style of "M/S S.P CONSTRUCTION" and/or any other name & style as the parties hereto may mutually agree and decide from time to time.

Before me on Identification

*[Signature]*  
Pashupati Shah  
NOTARY, SILIGURI



S. P. CONSTRUCTION  
*S. P. Construction*  
 Partner

S. P. CONSTRUCTION  
*S. P. Construction*  
 Partner

**2. NATURE OF BUSINESS**

That the business of the partnership firm shall be that of all kinds of works of contract job, development & promotion of commercial & residential complexes and in such other line or lines as may be agreed upon between the parties from time to time and the parties shall always be competent to extend or limit the scope of the partnership business.

**3. DATE OF COMMENCEMENT OF BUSINESS:-**

THAT the partnership thus constituted shall be deemed to have commenced on and from 01.01.2019 and shall continue unless determined by a party to others at the address of the business.

**4. BUSINESS PREMISES**

THAT the principal place of business shall be situated at Deshbandupara, Siliguri, P. O, P.S & Registry Office Siliguri under the name and style of "M/S S.P CONSTRUCTION".

**5. INTERST ON CAPITAL**

THAT the parties shall be entitled to get simple interest @ 12% on capitals or such other higher or lower rate which may be allowed as deduction under section 40(b)(iv) or under any other provisions of the Income Tax Act.

**6. SALARY TO WORKING PARTNERS**

THAT all the Parties hereto of the First & Second Parts shall be the working partners of the firm and salary, remuneration and/or commission will be paid or payable to these working partners as under-

- a) The total yearly remuneration payable to the working partners shall not exceed the remuneration calculated at percentage of income specified in Section 40 (b) of the Income-tax Act, 1961 or any other applicable provisions.
- b) For purpose of above calculation 'income' shall be computed as defined in explanation 3 to section 40 (b) of the Income-tax Act, 1961 or any other applicable provisions in force.

50/10/2019  
 50/10/2019  
 50/10/2019

*Pashupati Shah*  
 Pashupati Shah  
 NOTARY. SILIGURI



S. P. CONSTRUCTION  
*Soull*  
Partner

S. P. CONSTRUCTION  
*P. Subha*  
Partner

- c) The above working partners shall not be entitled to draw any remuneration in the accounting period in which the partnership firm has suffered loss on the basis of the 'income' as computed under the provisions of the Income Tax act, 1961 referred to in (b) above.
- d) If the total remuneration payable to the above working partners exceeds the maximum remuneration computed in accordance with the provisions of Section 40 (b), the total remuneration shall be restricted to the maximum remuneration so computed which will be computed in the multiples of Rs.1000/- and any excess of the last Rs.1000/- shall be ignored while determining the maximum amount so payable and the amount so computed shall be apportioned amongst the working partners in the equal proportion.
- e) The remuneration payable to the working partners shall be credited to their respective accounts at the close of the accounting period when final accounts of the partnership firm are made up and the amount of remuneration shall fall due to them on determining the same in the manner referred to hereinbefore.

**7. SHARE OF PROFIT & LOSS**

THAT the profit & loss of partnership firm after deducting all expenses relating the partnership business as well as interest on capital and remuneration, if payable to the parties in accordance with the proceeding clauses No.5 & 6 of this Deed of Partnership, shall be divided between and borne by the parties in the following shares:-

First Party -	50%
Second Party-	50%

**8. ACCOUNTS**

THAT proper book of accounts to record all transactions relating to the Partnership business shall be maintained properly and kept at the place of business of the firm. Each party shall have free access at all reasonable times to them and shall be at liberty to take such extracts as he/she/they thinks fit.

I hereby Affirmed & Declared before me on Identification

*[Signature]*

Pashupati Shah  
NOTARY, SILIGURI



S. P. CONSTRUCTION  
*S. P. Construction*  
Partner

S. P. CONSTRUCTION  
*S. P. Construction*  
Partner

That the Accounts of the firm shall be adjusted annually on 31<sup>st</sup> Day of March of every year or any other interval period when the profit and loss as the case may be shall be ascertained and divided amongst the parties according to their share mentioned elsewhere in this deed.

### 9. BANK ACCOUNT OPERATION

THAT the bank account in the name of the Partnership business shall be opened with Nationalized/Commercial Bank or any such bank or banks as may be mutually settled by the partners and such bank accounts (including overdraft account, cash credit account etc) shall be operated under the signature of the both partner.

### 10. LOANS & ADVANCES

That for the benefits and interest of partnership business any advance or loan may be taken from any person or financial institution or Government Body or Bank on payment of interest on the said advance or loan as may be agreed between the parties and the said parties shall be jointly liable for the payments of such advances or loan including interest payable thereon.

### 11. Right Clause/Forbidden Clause

- a) Each and every party shall be entitled to represent the firm and sign all vouchers, contracts, deeds, invoices, mercantile and other papers, affidavits for and on behalf of the firm.
- b) That each party shall punctually pay and discharge his separate debts and liabilities and shall keep the firm and its partners effectually indemnified against the same.
- c) That the parties shall be just and faithful to each other and shall work for the best interest of the partnership business
- d) That each party shall at all times give to the other party the true information and faithful explanation of all matters relating to the partnership business.
- e) That for any personal loan or liability of the individual party, the firm shall not be liable for the payment thereof.
- f) That no partner shall act in manner which is detrimental to the interest of the partnership.

Subscribed, Affirmed & Declared  
before me on Identification

*Pashupati Shah*  
Pashupati Shah  
NOTARY. SILIGURI



S. P. CONSTRUCTION  
*Sult*  
Partner

S. P. CONSTRUCTION  
*Prabin*  
Partner

g) That no partner without the consent of the other partners shall:

i) Employ any of the money, goods or effect of the partnership or pledge the credit thereof except in the ordinary course of business or for the benefit of the partnership.

ii) enter into any bond or become bailee or surety or sureties with or for any person or do or knowingly cause or suffer to be done anything whereby the partnership properties or any part thereof may be seized, attached, entered or taken into execution.

**12. Retirement of Partners**

- A) The duration of the partnership shall be "AT WILL" but if any of the partners shall desire to retire from the partnership business, he/she shall give two months' notice to that effect to other partner. Notice may be waived by mutual consent.
- B) On retirement of any of the partners, the retiring partner shall be entitled to receive his/her share of capital and/or contribution in the partnership firm including interest thereon accrued, if any, and profit and loss upto the date his retirement.

**13. Death, Insolvency or other incapacity of any Party**

THAT the partnership business shall not dissolved on the death, insolvency or other incapacity of any party hereto but may be carried on by the surviving partners on the same terms & conditions unless otherwise agreed upon amongst them.

**14. Arbitration**

THAT in case of any dispute, doubt or question between the partners or their representatives either on the construction of these present or respecting the accounts, transaction, profits or losses of the business, dissolution of the firm, retirement of the partner or any matter relating to the partnership business, then the same shall be referred for arbitration to an Arbitrator mutually chosen by the parties and the decision of the Arbitrator shall be final and binding upon the parties.

Solemnly Affirmed & Declared  
Before me on Identification  
*[Signature]*  
Pashupati Shah  
NOTARY, SILIGURI



**14. General Clause**

a) That any of the clauses as referred to hereinabove may be altered, modified or amended with mutual consent of the parties herein.

b) That save as aforesaid the provisions of the Indian Partnership Act, 1932 as it stands amended, revised and modified from time to time shall govern this Partnership.

c) That the right to sell/or enter into any sale agreement shall rest with any of the partner with respect to residential and commercial space hereby constructed.

IN WITNESSETH WHEREOF THE PARTIES HEREUNTO SIGNED THIS PARTNERSHIP DEED ON THIS THE DAY, MONTH & YEAR FIRST ABOVEMENTIONED.

WITNESSES

① Ranjana Jarder.  
W/O Subrata Jarder.  
48. A.P.C Sarani.  
Deshbandhu para  
Siliguri.  
Dist. Darjeeling.

(2) Pradip W. Saha  
S/O. Late. Upen Ch. Saha  
Deshbandhu para  
Siliguri  
Dist. Darjeeling

S. P. CONSTRUCTION

*[Signature]*  
Partner

FIRST PARTY

S. P. CONSTRUCTION

*[Signature]*  
Partner

SECOND PARTY

Drafted and explained by me to parties & printed in my office

*[Signature]*  
(AJAY KUMAR MITRUKA)  
Advocate, Siliguri.

Enrolment No. WB/797/2006.

Solemnly Affirmed & Declared before me on Identification  
*[Signature]*  
21/11/19

Pashupati Shah  
NOTARY, SILIGURI