

NOTARIAL CERTIFICATE

(Pursuant to Section 8 of the Notaries Act, 1952)

TO ALL MEN THESE PRESENTS SHALL COME I SANDIP KUMAR DEY Advocate & notary, practicing as a NOTARY in the Alipore Judge's court within the District of SOUTH 24 PARGANAS of the Govt. of India within the Union of India do hereby declare that the paper writings collectively marked "A" annexed here to herein after called the "Paper Writings "A" are presented before me by the executant (s)

Sri Deb Kumar Roy, S/o -
Kater Dilip Kumar Roy,
77, Aroya Vidyalaya
Road, P.S- Garia, Kolkata-700078,
"and others"

hereinafter referred to as the " executant (s)"
on this the 11th day of Dec
Two Thousand Twenty

The "executant (s) having admitted the executive of the "Paper Writings "A" in respective hand (s) in the presence of the witness (s) who has such subscribe (s) signature (s) thereon and being satisfied as to the identity to the executant (s) and the side executant (s) and the said execution of the "Paper Writing "A" and testify that the side execution is in the respective hand (s) of the executant (s).

AN ACT WHEREOF Being requested of a Notary, I have granted THESE PRESENT as my NOTARIAL CERTIFICATE to serve and avail as need and occasion shall or any require.

IN FAITH AND TESTIMONY WHEREOF I,
SANDIP KUMAR DEY the said Notary, have hereinto set an
subscribed my Alipore Judges' Court Compound
Kolkata-27 in the District of South 24-Parganas on
this the 11th

day of Dec

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SANDIP KUMAR DEY

Notary

Govt. of India

S. N. 2105 of 2002

Alipore Judges' Court

Dist. South 24-Parganas

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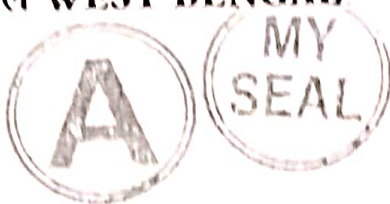
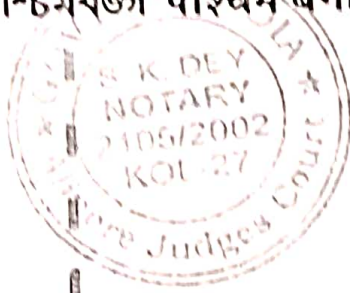
11/12/2020

Sl No 23/11/19/70



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AD 758973



DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made this the 7th day of December, Two Thousand Twenty BETWEEN SRI DEB KUMAR ROY (PAN No. BDZPR 0725C) (AADHAAR No. 2428 0404 8846), son of Late Dilip Kumar Roy, by Nationality-Indian, by faith-Hindu, by occupation-Business, residing at 74, Arya Vidyalaya Road, P. O. Haltu, Kolkata-700 078, P. S. Garfa, in the District of South 24-Parganas, hereinafter called the party of the **FIRST PART.**

AND

SRI PARTHA SEN, (PAN No. AYCPS 6087M) (AADHAAR No. 9222 4311 1927), son of Late Dilip Kumar Sen, by Nationality-Indian, by faith-Hindu, by occupation-Business, residing at 1/38, Sahid Nagar, (K.M.C Premises No. 20/20) K. P. Roy Lane, Kolkata- 700 031), P. O. Dhakuria, Kolkata-700 031,

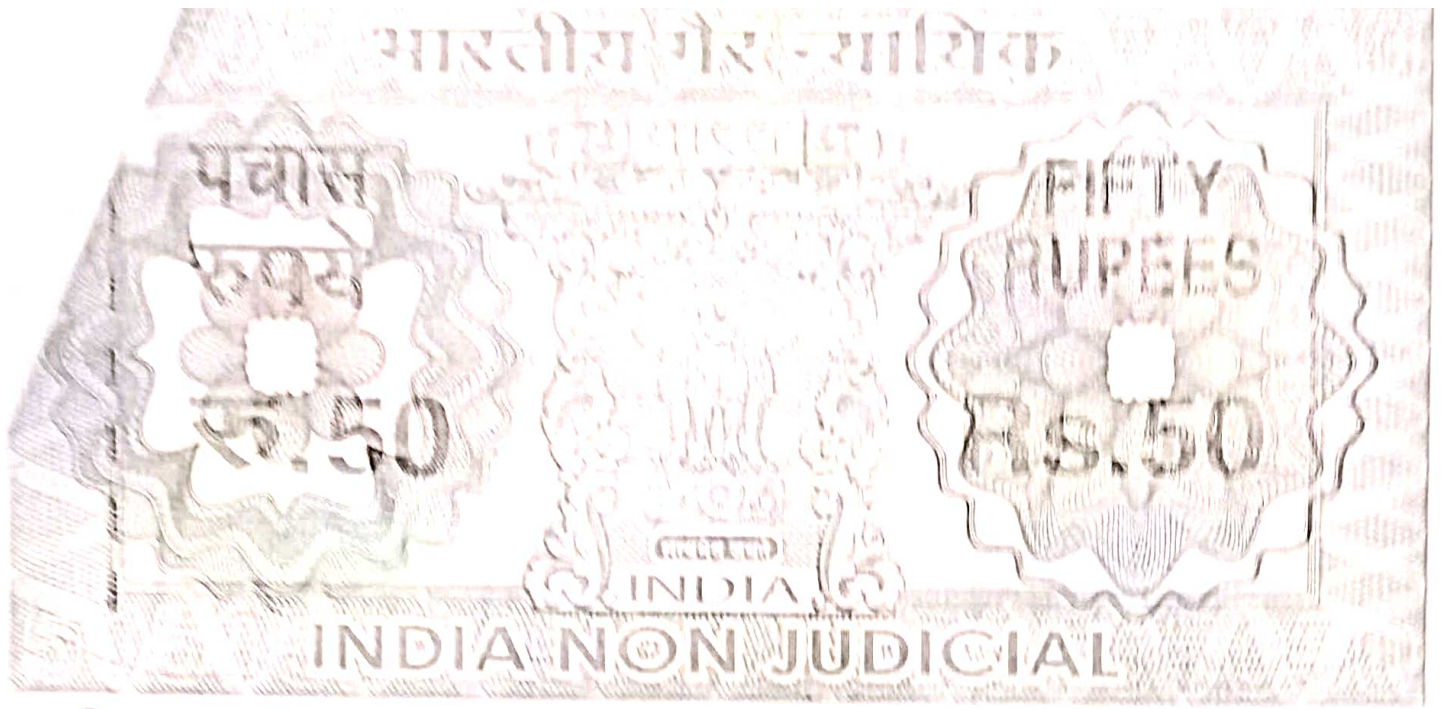
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Partha Sen

K. K. DEY

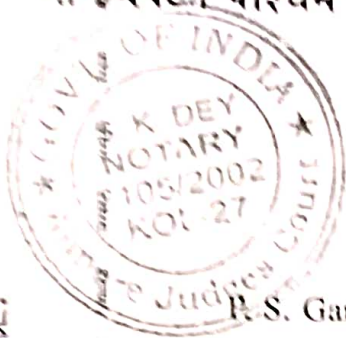
Notary Seal: K. K. DEY, Notary, Kolkata-27

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AA 436851



P. S. Garfa, in the District of South 24 Parganas, hereinafter called the party of the **SECOND PART**.

WHEREAS the Parties abovenamed have started a Partnership business by mutual agreement under the name and style of "**D.P. CONSTRUCTION**" at 20/2C, K. P. Roy Lane, P. O. Dhakuria, Kolkata- 700 031, P. S. Garfa, in the District of South 24-Parganas, to run a business of Civil Contractor and General Order suppliers since 1st day of December, 2020 from which date the Firm shall be deemed to have actually existed.

AND WHEREAS the Parties hereto are now desirous of having their shares, interests, duties, responsibilities and obligations recorded in writing under a proper Deed of Partnership and to record the terms and conditions of the Partnership in order to safe guard their respective rights and interests

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Notary
No. 105/2002
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against any future misunderstanding, disagreement and dispute between themselves or their heirs and successors in interest during the continuance or at the termination of Partnership in relation to any matter whatsoever touching the Partnership affairs and also desirous of recording the extent, manner, terms and conditions under which the Partnership shall be carried on hereafter.

NOW THIS DEED OF PARTNERSHIP WITNESSETH and the Parties hereto mutually agreed and deemed to have always agreed and covenant to continue to be the Partners to the said business on the terms, conditions and stipulations hereinafter appearing :-

That the name and style of Partnership business shall be "D.P. CONSTRUCTION" and it shall be deemed to have commenced on and from the 1st day of December, 2020 and the terms and conditions of these presents shall be effective on and from the said date.

2. The said Parties do and each of them doth hereby covenant with each other to be and become the Partners and to carry on business mentioned hereinbelow in co-partnership under the name and style "D.P. CONSTRUCTION" at 20/2C, K. P. Roy Lane, P. O. Dhakuria, Kolkata-700 031, P. S. Garfa, in the District South 24-Parganas.

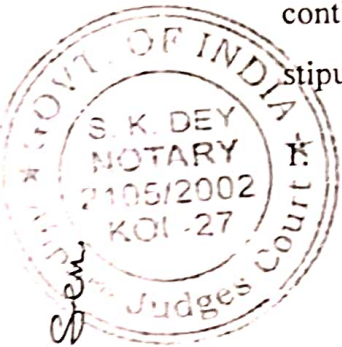
3. The Principal Place of business shall be situated at the aforesaid address at present. The Partners may however carry on business at such other place or places as may be mutually agreed upon.

4. The Partnership shall be at Will.

Business of the said Partnership shall be that of acquiring by purchase, lease, exchange or otherwise, land, building of any description and any estate or interest therein and/or any rights over or connected with any land and to construct, reconstruct, alter, renovate, improve, decorate, furnish and maintain buildings, flats, houses, shops, offices and/or

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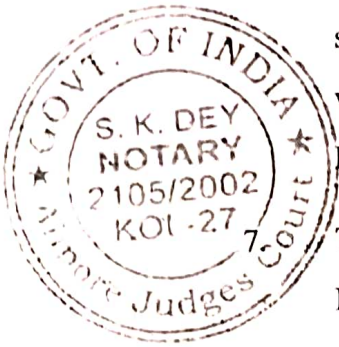
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Notary Public
No. 2105/2002
KOL-27

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leasing and disposing of the same by way of sale and to carry on the business of financing the acquisition or construction in connection with the same and to do all other acts and things to effectuate, attainment of the said business and allied constructional activities.

6. The said Partnership "D.P. CONSTRUCTION" (hereinafter called "the said Firm") shall also be entitled to adopt any line of trade or business such as Civil Construction and General Order suppliers and/or deal with in any other trade or business for effectual running of the Partnership business.



The initial capital of the said Partnership Business shall be the sum of Rs. 20,000/- (Rupees Twenty Thousand) only which has already been contributed by the Partners in the following manner :-



First Party : RS. 10,000/-
(Sri Deb Kumar Roy) (Rupees Ten thousand) only

Second Party : RS. 10,000/-
(Sri Partha Sen) (Rupees Ten thousand) only



The aforesaid amount of capital contributed by the Partners as mentioned above shall remain as fixed capital of the Firm. The Partners, if they so agree, may increase the amounts of fixed capital contribution made therein by themselves in equal share.

- 8 The profit and losses of the said Partnership business shall be shared and/or borne by the Partners in the following proportion :-

First Party (Sri Deb Kumar Roy) : 50%
Second Party (Sri Partha Sen) : 50%

The funds required for the purpose of the Partnership business shall be contributed by the partners in such manner as may be mutually agreed upon. Interest at the rate of 12% per annum or such other rate as may

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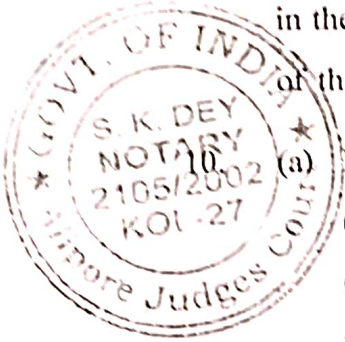
Partha Sen.

Sri Deb Kumar Roy

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NOTARY
2105/2002
KOL-27
7th Floor, Judges Court
Govt. of India

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be prescribed under Section 40(b) (iv) of the Income Tax Act, 1961 or any other applicable provisions as may be in force for the relevant accounting period shall be payable by the Partnership Firm on the amount standing to the credit of the capital account, loan and any other account of all the Partners. If there is any debit balance in one or more accounts of any partner, interest shall be charged at the same rate and in the same manner as provided above for payment of interest to each of them.



(a) It is agreed by and between the parties hereto that the partners (hereinafter referred to as "the working partners") shall actively devote their time and attention in the conduct of the affairs of the partnership, as the circumstances and business needs may require and shall be entitled to such remuneration as is stated against name and each of them as under :



<u>Name of Working Partner</u>	<u>Portfolio</u>	<u>Remuneration per month</u>
Sri Deb Kumar Roy	Finance & Administration	Rs. 5000/-
Sri Partha Sen	At Business Site	Rs. 5000/-



(b) The yearly remuneration payable to the working partners as stated above shall accrue at the end of the accounting period and shall be determined when the final accounts of the partnership are made up and then remuneration shall be credited to their respective accounts and the said remuneration may be revised from time to time as mutually agreed upon by the partners.

The working partners shall be entitled to draw the above stated yearly remuneration only after the end of the relevant accounting period. However, nothing contained herein shall preclude any of the working partners from withdrawing any amount against the

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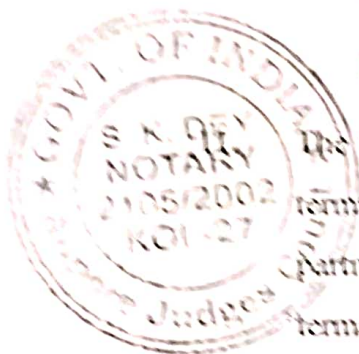
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Notary Allpore Judges Court
No. R. No. 2105 / 2002

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amount standing to the credit of their capital account, current account and/or loan account, if any. In case of any amount drawn in excess of the amount standing to the credit in their capital account, current account and/or loan account such excess amount would be deemed to be the drawings or as loan of the respective partners.



The partners shall be entitled to modify or alter or amend the above terms and conditions relating to remuneration payable to the working partners and shall also be entitled to modify or alter or amend the terms relating to interest payable/chargeable to/from them by executing a Supplementary Deed of Partnership and the same shall form part of this Deed of Partnership.



That the Partnership Firm shall maintain a Minutes Book in which all important decision and resolutions relating to the business of the partnership firm including any change or variation in the payment of interest, salary, commission, bonus etc. payable to the partners shall be recorded and all such decisions and resolutions shall be effective from the date they are so declared to be effective.

13. Books of Accounts of the said Partnership Firm shall be maintained and kept at the principal place of business of the said Firm at 20/2C, K. P. Roy Lane, Kolkata-700 031, P. S. Garfa, or at such other place or places as the Partners may mutually agree from time to time. The books of accounts shall not be removed from the place of business of the said Firm by any partner/partners without the consent in writing of the other partner/partners.

Each of the Partners shall be entitled to at all material times to inspect the books of accounts and other documents and paper of the said Firm and to take copies or extracts therefore from time to time.

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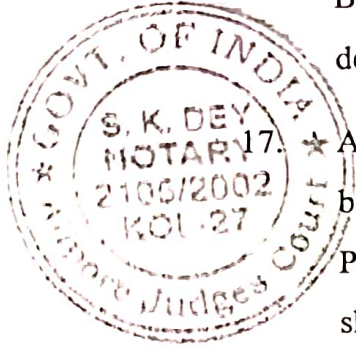
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Notary Public, Kolkata, West Bengal, India
21/05/2002

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15. Accounting year of the said Partnership business shall be the financial year computing from 1st day of April to 31st day of March in the succeeding year.

16. The Banker of the said Partnership business shall be such Nationalised Bank/Scheduled Bank or Banks as the Partners shall from time to time determine.



All moneys of the said Partnership business shall as and when received, be paid into or deposited in the said Bank or Banks to the credit of the Partnership Firm's Account or Accounts and all withdrawals by cheques shall be signed jointly by both the partners.

18. Each Partner shall —



(a) diligently attend to the business and devote his/their attending thereto and shall promote the same to the best of his/their ability and in consideration of the services to be rendered to the said Partnership Firm, they may be entitled to a remuneration by way of salary/commission, conveyance and/or entertainment allowances, travelling expenses and perquisites as may be mutually agreed by the Partners from time to time ;



(b) punctually pay his/their separate debts and shall keep the other Partner and the properties of the Partnership Firm completely indemnified from and against private debts and engagements and all actions and expenses on account thereof ;

(c) shall pay all moneys, cheques, negotiable instruments received by him/them on behalf of the Partnership Firm in the Account/Accounts of the Partnership Firm ;

(d) upon reasonable request, inform the other Partner of all letters, accounts, writings and other things which shall come to his/their

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Notary, Bangalore Judges Court
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hands or knowledge concerning the business as of the Partnership Firm ; and

(e) shall be just and faithful to each other.

(f) all the documents shall be signed by both the partners.

19. No Partner shall without the consent of the other Partners :

(a) take any apprentice or hire or dismiss any agent or servant of the Firm ;

(b) except in the ordinary course of business give any security or promise for the payment of money on account of the Firm ;

(c) secure surety or guarantee for any person or do or knowingly suffer anything whereby the Partnership Property may be undangered ;

(d) assign or charge his/their share in the assets or profits of the Firm ;

(e) draw or accept or endorse any bill of exchange or promissory note on account of the Firm ;

(f) remit the whole or any part of any debt or sum due to the Firm ;

(g) except in the ordinary course of trade, dispose of by pledge sale or otherwise of any part of the Partnership properties.

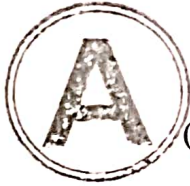
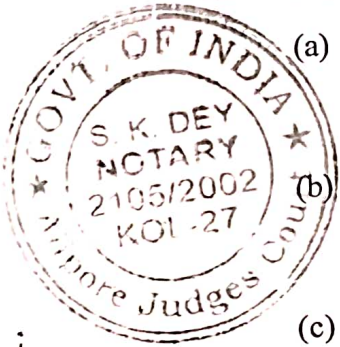
(h) buy, order or contract for any immovable property or any goods or articles for the use of the said Partnership Firm ;

(i) lend any moneys or deliver and/or render upon credit any of the stocks/services of the Partnership Firm to any person or persons.

20. Any Partner may execute a Power of Attorney in favour of the other Partner or with the consent and concurrence of the other Partner in

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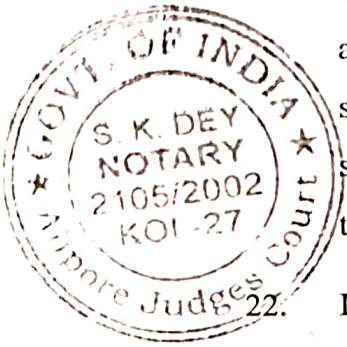
Partners Sem.

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favour of any Third Party being the representative of the said Firm to be necessary for better management of the business of the said Firm and also any of the Partners shall be entitled to delegate his/their power to the extent of his/their right to the other Partner, if so, required.

21. Any person may be admitted into Partnership as may be agreed upon by and between the Partners hereto. On admission of the new Partner, the said Partnership shall be reconstituted and the reconstituted Partnership shall be carried on hereunder save to the extent varied at the option of the Partners.



22. In the event of any Partner desiring to retire from the said Partnership for any reason whatsoever, he/they shall give one month's notice in writing to the other partner intimating his/their desire and on such notice being received by the other partner the retiring partner shall be paid his/their share in the goodwill capital and assets of the said partnership as on the date of retirement and shall be required to pay off his/their dues and debts, if any, to be paid to the said Firm and after all of his/their claims and dues against the said Firm are notified, he shall be deemed to be free from the said Partnership.



23. In case of retirement of any Partner the said Partnership shall not be dissolved but the continuing partner shall be entitled to continue the Partnership business and to admit new partner/partners and to carry on the business of the said Partnership in such manner as the continuing partner/partners may think fit and proper.

(a) If during the continuance of the said Partnership, any of the partners dies or becomes insolvent his/their share in the goodwill capital and assets and undivided profits of the said Partnership shall belong to the surviving or solvent partner in shares proportionate to his

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Notary Mysore
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own shares of property in the said Partnership or in such other proportion as he/they shall agree and the Partnership so constituted shall continue between them under provisions of this Deed so far as applicable.

(b) The legal representative/s of the deceased or the receiver of the insolvent partner shall be entitled to be fair value of the share of the deceased or insolvent partner as on the date of death or insolvency in the goodwill, capital, assets and undivided profits of the said partnership including the profits and losses earned or incurred but not actually received or paid, after taking into account and making allowance for current drawings by such partner and any moneys owing by him to the said Partnership and the current liabilities of the said Partnership ;



(c) The fair value shall be certified by the Auditors for the time being of the said Partnership and the certificate shall be binding upon and conclusive against the surviving or solvent Partner and the representative/representatives of the deceased Partner or the insolvent Partner or the Receiver of his/their estate.



(d) The amount so certified shall be paid rateably by the surviving or solvent Partner in proportionate to his/their shares in the said Partnership.

25. In case of dissolution of the said Partnership for any reason whatsoever, the assets of the said Partnership shall forthwith be realised and after payment of all debts, if any of the said Partnership balance amount shall be divided amongst the Partners in proportionate to the capital contributed and in case of loss, the Partners shall continue to bear the said loss in profit sharing ratio as mentioned above.

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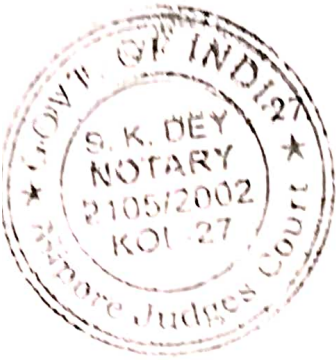
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Notary All India Judges Court
No. 2105/2002

26. In case of requirement of more finance for the development and expansion of Partnership business the Firm shall have power to borrow money or raise any loan from Bank/Banks or have any other financial institutions or from private parties for carrying on the said Partnership business interest at the rate of 12% per annum but none of the Partners shall independently be competent enough to raise any loan for and on behalf of the Firm without the consent of the other Partners in writing.

Each of the Partners shall have the right and authority to represent the Partnership Firm in any Court of Law, Revenue Department, Government or Semi-Government Offices, Municipality, The Kolkata Municipal Corporation, Post Office, Public or Private Bodies, Company, Firm, Society, Treasury and any other authority or authorities etc. whatsoever.



Pratibha Sen.



28. If any of the Partners commit any breach of any of the stipulations contained hereinbefore, he/they shall indemnify the other for loss and expenses account thereof.



29. All matters of differences and disputes and all questions whatsoever which may or shall either during the continuance to upon the determination of this Partnership arises between the Partners hereof and/or their heirs and/or legal representatives of any deceased Partner hereof in regard to and matter or thing whatsoever relating to the said Partnership and/or to the construction and/or application of any clause herein contained and/or any account, valuation and/or division to be made hereunder and/or to any act, deed and/or rights, duties and/or liabilities of any person under these presents shall be referred to arbitration according and subject to the provisions of the Arbitration & Conciliation Act, 1996 or any other statutory modification thereof for the time being in force.

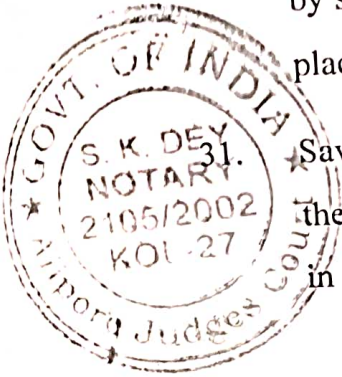
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Notary All India Judges Court
K.R. No. 2105 / 2002

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30. Any notice required to be given to any of the said Partners shall be sufficiently given by leading the same addressed to his/their at the office of the said Firm at 20/2C K. P. Roy Lane, P. O. Dhakuria, Kolkata-700 031, P. S. Garfa, in the District of South 24-Parganas or by sending the same by Registered Post to his/their usual or last known place of address.

Save as what is specifically provided herein the provision contained in the Indian Partnership Act, 1932 or any statutory modification thereof in force for the time being shall apply.




S. K. DEY
Notary Alipore Judges Court
S.R. No.-2105 / 2002

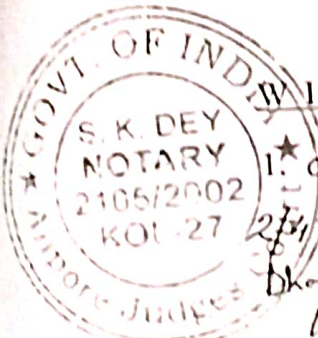
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Paulina Sen.

Sub. Karmal Roy

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands hereunto in this Deed of Partnership this the day, month and year first above written.

SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED PARTNERS
AT KOLKATA IN THE PRESENCE OF :-



WITNESSES:-
1. *Goutam Dutta*
27/3 Sahid Nagar
Dhakuria
Kol - 31



2. *Kojal Mukherjee*
5/6 Sahid Nagar
Dhakuria KOL-31

Subrata Karmakar

SIGNATURE OF THE PARTY
OF THE FIRST PART.

Partha Sen.

SIGNATURE OF THE PARTY
OF THE SECOND PART.

DRAFTED BY :
Subrata Karmakar
(SUBRATA KARMAKAR)
ADVOCATE
JUDGES' COURT, ALIPORE,
KOLKATA - 700 027

Identified by me.
Subrata Karmakar
Advocate.
A.M.I.P.M.

TYPED BY :
Sandeep Sen.
(SANDEEP SEN)
DHAKURIA, KOLKATA - 31

S.K. DEY
Notary Govt. of India
2105/2002
11/12/2020

11 DEC 2020

DATED : THE 07th DAY OF DECEMBER, 2020

DEED OF PARTNERSHIP

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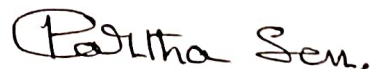
SRI DEB KUMAR ROY .



..... FIRST PART

A N D

SRI PARTHA SEN



..... SECOND PART

DRAFTED BY :

SUBRATA KARMAKAR

ADVOCATE

JUDGES' COURT, ALIPORE,

CALCUTTA - 700 027

THE 11th DAY OF Dec 2020.

PAPER WRITING 'A'
&
THE RELATIVE NOTARIAL
CERTIFICATE

SANDIP KUMAR DEY

ADVOCATE & NOTARY
Govt. of India
Regn. No. 2105/2002
Alipore Judges' Court
Dist. South 24-Paragans
Kolkata - 700 027

Professional Address
128/17B, Hazra Road
2nd Floor
Kolkata - 700 026