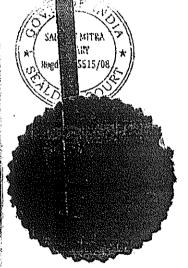
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Fotarial Certificate

TO ALL MEN THESE PRESENTS SHALL Come, I SARBANI MITRA appointed by the Government of India as a NOTARY being authorised to practice as such in the District of KOLKATA in the State of West Bengal within union of India do hereby verify, authenticate, certify, attest as under the execution of the instrument, do hereby declare that the paper writing collectively Market 'A' annexed hereto hereinafter called the paper WRITINGS "A" are presented before me by the Executants(S).

of 58 Gr. Satchasi Pora Road. P.O. 2 Ps. Cossi pere, UN-2.



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The executant (s) having admitted the Execution of the "PAPER WRITINGS A" in respective hand (s) in the presence of the witnesses who as such subscribe (s) Signature (s) thereon and being satisfied as to the identity of the Executant (s) and the said execution of the "PAPER WRITING A" and satisfy that the said execution is in the respective hand (s) of the executant (s).

AN ACT WHEREOF being required of a NOTARY. I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as need and occasion shall or may require.

Notarial Stamp on original



IN FAITH AND TESTIMONY WHEREOF I, the said NOTARY PUBLIC, have hereunto set and subscribed my hand and affix my Notarial seal of Office at Sealdah Court at Sealdah in the Dist. at Kolkata on this day of

Two thousand.

SARBANI MITRA

NOTARY

Govt. of India Regn. 5515/08

SEALDAH COURT

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DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made this Tee day of October.
Two Thousand Twenty BETWEEN 1. SRI AJAX KUMAR SAHA son of Late Nirmal Rumar Saha residing at 58G, Satchasi Para Road, Kolkata 700 002, Police Station — Cossipore, by faith Hindu, by occupation — Business, P.A.N. - AYIPS0066Q hereinafter called or referred to as the party of the FIRST PART (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representative and / or assigns).

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AND

SRI SAMAR KUMAR SAHA son of Sudhir Kumar Saha, residing at Flat no. B-703, 7th Floor, Block – Salboni, 64/98c, Khudiram Bose Sarani, Kolkata – 700037, Piasal, Police Station – Ultadanga, Post Office - Belgachia, by faith Hindu, by Nationality – Indian, by occupation – Business, PAN – ALFPS5270G, AADHAAR NO. 374268804007 hereinafter called or referred to as the party of the SECOND PART (which term of expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his

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theirs, executors, administrators, legal representative and / or assigns).

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WHEREAS the parties hereto desirous of starting a business in real estates, construction, development and such other business / businesses as it may be deemed necessary and/or settled by the parties herein and / or general order suppliers, have agreed to bind themselves into partnership business by putting into writing the terms and conditions to carry on their partnership business to avoid future dispute and differences amongst the parties herein.

NOW THIS DEED OF PARTNERSHIP WITNESSETH AS FOLLOWS:

- 1. The partnership business shall be carried on under the name and style of "S.N. DEVELOPER" and it shall be a partnership at will.
- 2. The said partnership shall be deemed to have commenced with effect on and from the Ick day of October 2020 as agreed by the partners.
- 3. That the registered office of the said firm shall be situated at 58G, Satchasi Para Road, Police Station Cossipore, Post Office Cossipore, Kolkata 700 002 and also the parties shall have power to open the City Office / Branch Office at any place or place as the parties may mutually agreed upon from time to time.
- 4. The business of the partnership will be of trading and business in real estates, construction, development and such other business as it may be deemed necessary ana/or settled by the parties herein and / or general order suppliers. Further parties shall at liberty to do any other lawful business from time to time as may be mutually agreed upon by them.
- 5. The initial capital of the partnership business shall be contributed by the partners Rs.50,000/- (Rupees Fifty Thousands) Only each and it may be escalated as mutually agreed by them from time to time.

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- 6. The Bank Accounts or in the name of the firm shall be open with Nationalized Bank / Private Bank / Foreign Bank / or any other financial institute in the name of the firm or by any manner as the parties may mutually agreed upon from time to time. The bank account or accounts will be operated under joint signatures of two partners. Such arrangement may be changed and/or altered with the mutual consent of the Partners at any time.
- 7. The accounting year of the Firm will run from 1st day of April to the last Day of March.
- 8. The Partners will be entitled to get the payment of interest by the Firm on Capital standing at their respective credit and also on introduction of further Capital and/or loan paid by them to the Partnership Firm over and above their respective Capital at such rate as may be mutually decided by them from time to time provided that the rate of such interest shall not exceed 18% (Eighteen) per annum and such decision of the Partners may be taken verbally or in writing which will be deemed to be the part and parcel of the stipulations of this Deed. Any payment of such interest to the partners will be deemed to be expense of the Partnership business and will be debited to the Profit and Loss Account to determine the profits or losses, as the case may be, of the Partnership Firm. After drawing up the final accounts of the Partnership business of the relevant year, the interest on Capital which will be determined to be payable to the partners, shall be credited to their respective accounts at the close of accounting period.
 - That profit and / or Loss ratio of the said Partnership business shall be equally divided among the partners as per their contribution towards the firm.
 - (a). OBLIGATIONS OF PARTNERS:-The partners hereby confirm that all their efforts jointly or separately shall be in the best interest of the firm and nothing shall be kept secret as regard to the business of the firm

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- (b). Every partner shall indemnify the firm and the other partner against any loss sustained by them for any of their personal acts and commissions and tax liabilities.
- (c). That both the parties shall devote best their times and attentions as per possible in the partnership business and manage the same to the common benefit of both the partners to the utmost of their skill and ability.
- (d). The partners by mutual agreement shall be entitled to borrow money for the business of the partnership firm any financial Institution, bank, company firm or individual as they may deem fit including by mortgage or charging the assets and rights of the partnership.
- (e). That both the partners (a) shall look into the joint interest of the firm (b) shall be just for the interest of the firm and shall give full and correct information of all affairs of the partnership to the other partners.
- (f). That in the view of the sincere services rendered by both the parties in the partnership business each of parties shall be paid monthly remuneration or such other sum as both the partners may mutually agreed which shall be treated expenses of the partnership and shall be debited to the Profit & Loss account of the firm subject to review / revision from time to time.
- 10.No partner shall assign or transfer his share in the partnership firm without the written consent of the other partner.
- 11. That salary may be paid Rs. 5,000/- (Rupees Five Thousands) only per month to the each partner. However, in the event of loss or inadequacy or profit the quantum of salary may be reduced and / or salary may not be paid at all as will be decided by the partners hereto

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- 12. That interest may be paid to the partners hereto against their respective capital contributions at such rate as permissible under Income Tax Act 1961. However, in the event of loss or inadequacy of profit, the rate of interest may be reduced or interest may not be paid at all as will be decided by the partners hereto from time to time.
- 13. That on the death of any partner the continuing partner shall admit nominated heir of the deceased partner.
- 14. ALTERATION OF THE TERMS: Any of the terms may be varied altered, amended or substituted or added by the mutual consent of the partners.
- 15. That every party shall devote his time and attention to the production and other allied aspects of the firm and shall work for the growth prospects of the firm in consultation with the other partner as may be felt necessary.
- 16. That both party shall devote their time and attention to the marketing management other allied aspects of the firm and shall work for the growth prospects of the company in consultation with the managing partner and / or other partners as may be felt necessary.
- 17. That every party shall act as managing partner of the partnership with responsibility and authority vested on him by other partner of this agreement to run and manage the affairs of the company unless otherwise agreed upon by the parties on the contrary.

DISPUTES: Whenever there is any difference of opinion or any dispute amongst the partners, the partners shall refer the same to an arbitration of one person. If, however, they do not agree to one such arbitration it may be referred to an arbitration of person, one being appointed by such partner, which shall be binding on all the partners. Such arbitration

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proceeding shall be governed by Indian arbitration Act in force in the time of referring the dispute to arbitration.

- 18. APPLICATION OF PARTNERSHIP ACT: save and except as provided hereinbefore the provision contained in the Indian Partnership Act shall applied.
- 19. Any partner may with the consent of the other partner advance any amount of money as may be required for the necessity of the Firm by way of loan which may bear interest at the rate not more than eighteen percent (18%) per annum. Loans may also be raised from external sources for the benefit of the Firm on such terms and conditions as the partners may mutually agree upon.
- 20. That both the partners have agreed to devote their time and attention to the business of the Partnership and in consideration thereof they shall be entitled to draw remuneration as may be decided by them subject to maximum of the ceiling as below:-

In case book profit is negative.

Rs. 1,50,000/-

In case book profit is positive:-

On First Rs.3 Lakh of book profit

Rs. 1,50,000/- or 90% of

book profit whichever is more.

On the balance of book profit

60% of book profit.

- 21. Both the Partners to these presents are actively engaged in conducting the affairs of business as working partners and in consideration thereof, they shall be entitled to get yearly remuneration (which term shall include the bonus and commission also).
- 22. That the yearly remuneration payable to the Working Partners shall be computed/quantified in the manner of percentage on the Book Profit as defined u/s. 40(b)(iv)(2), read with explanation 3 of the said section of the Income Tax Act, 1961 for each accounting period according to their contribution.

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- 23. That for the purpose of above calculation the Book Profit means the net profit, as shown in the Profit and Loss Account for the relevant previous year, computed in the manner laid down in Chapter IVD of the Income Tax Act, 1961 as increased by the aggregate amount of the remuneration paid or payable to both the working partners of the Firm if such amount has been deducted while computing the net profit.
- 24. That the books of accounts along with vouchers and other necessary papers, documents etc. as required under law shall be kept at the place of business and will remain open to the partners for inspection and each partner or his authorize agent will have the right and power to take copies of such accounts or documents at all reasonable time. The Profit and Loss Account and Balance Sheet shall be drawn at least once in a year and the share of Profit as the case may be shall be adjusted with the Capital Accounts of the Partners.
- 25. None of the partners shall without the consent in writing of other partners release or compound any debt owing to the Firm or diminish security without receiving the full amount thereof or lend any money or delivered the goods belonging to or otherwise than in usual course of business of the Firm or make any assignment or trust of his share or interest in the Firm or do or knowingly permit to be done anything whereby the property of the Firm may be exposed in execution. Any infringement of the terms stipulated above on the part of any partner shall enable the others to exclude the former from this partnership business.
- 26. That the partner at any time may admit any other person or persons as Partner or Partners in the Firm on such terms and conditions as may be mutually agreed upon. In case of such reconstitution, interest on Capital and Remuneration receivable by the existing Partners up to the date prior to such reconstitution shall be credited to the Capital Accounts of the existing Partners, after deducting their drawings out of the aforesaid amount.

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- 27. That In case of death of any partner, the partnership shall not be dissolved the legal heir of the partners shall step into the shoes of the deceased partner, if they so desire taking over the deceased partners interest, assets and liabilities in the Firm. If the legal heir of the deceased partner do not express their willingness within two months from the date of receipt of Communication to be sent by the other partner to him within thirty days from the date of death of the deceased partner in such case it will be deemed that the legal heir is not willing to enter into Partnership with the other partner and the matter will be settled as per provision of Indian Partnership Act.
- 28. None of the Partners shall sell or mortgage his share and interest in this business to any stranger.
- 29. That the Partnership may be dissolved with the consent of both the partners and the property and assets of the Firm shall be realized and the proceeds shall be applied for paying the outstanding Government. Dues, if any and liquidating the claims of the creditors including the loan advanced by the partner or partners together with interest. The surplus, if any shall be applied for repaying to the partner or partners, the amount of interest on Capital and Remuneration receivable by the Partners up to the date of dissolution. Thereafter the surplus shall be utilized to repay the balance standing in the Capital account of each partner and the further balance, if any, available shall be divided between the partners in proportion to their respective profit & loss sharing ratio.

30. Any dispute or difference which may arise amongst the partners with

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part thereof or the rights and liabilities of the partners in the Firm shall be referred to arbitration consisting to two Arbitrators, one to be appointed by each partner and in case of disagreement between the Arbitrators by an Umpire to be appointed by the Partners whose decision shall be final and binding upon the partners.

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- 31. Both the partners herein are hereby individually empowered and authorized to sign all applications, contracts, tenders, documents, receipts, agreements, letters, negotiations etc. in respect of arbitrations licenses, registrations, tenders, orders etc. relating to this partnership business and also to appear and represent the Firm on behalf of the other partner before the Authorities which may be necessary from time to time. All acts, deeds and things lawfully done by any of the partners herein shall be deemed as acts, deeds and things done by the other partner and shall be binding upon him.
- 32. All notices required to be given to any Partner shall be deemed to have been served, if sent to such partner at the office of the Firm or at his residential address by registered post.
- 33. The above terms and conditions may be varied, altered, abrogated and new terms and conditions may be added from time to time with the consent of both the partners either verbally or in writing as the partners may think fit and proper.

34. In all matters not specifically covered by the aforesaid clauses the

provisions of the Indian Partnership Act, 1932 shall apply

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IN WITNESS WHEREOF the parties to these presents do hereby set and subscribe their respective hands on the day, month and year first above written.

SIGNED and DELIVERED by the FIRST PARTY at Kolkata in the presence of:

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SIGNATURE OF THE FIRST PARTY

2. Amilala Tand

SIGNED and DELIVERED by the SECOND PARTY Kolkata the presence of:

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SIGNATURE OF THE SECOND PARTY

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Amilala Kand Advocate Sellih Civil Count

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DATED THIS THE OLDAY OF OCTOBER 2020

DEED OF PARTNERSHIP

BETWEEN

SRI AJAY KUMAR SAHA
......FIRST PARTY

AND

SRI SAMAR KUMAR SAHASECOND PARTY

SRI AMITAVA MONDA

59C, SATCHASI PARA ROAD

KOLKATA – 700 002



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THE RELATED

NOTARIAL CERTIFICATE



SARBANI MITRA

B.Com., LLB, Advocate

&

NOTARY

Govt. of India

Registration No. 5515 / 08

SEALDAH COURT ROOM NO. - 202

RESIDENCE & CHAMBER :

21/2, DR. NAGEN GHOSH LANE DHAKURIA, KOLKATA - 700 031

Phone: 94333 58562 87773 03277

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