

Mrs. Atabi Banerjee

B. A., L.L.B.

Notary, GOVT. OF WEST BENGAL
Durgapur, Burdwan

Professional Address :
Durgapur Court
Durgapur, Burdwan
Pin - 713 216

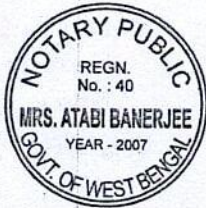
Notarial Certificate

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

TO ALL TO WHOM THESE PRESENTS shall come,
I, Mrs. Atabi Banerjee, duly authorised by the Government of West Bengal to practise 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 as to the matters contained therein, presented before me.

According to that this is to certify, authenticate and attest that the annexed instrument "A" is the original Deed of Partnership executed by Sri Samir Kundu and Sri Krishna Kundu on identification by Id. Advocates

PRIMA FACIE the annexed instrument "A" appears to be in the usual procedure to serve and avail as needs or occasions shall or may require for the same.



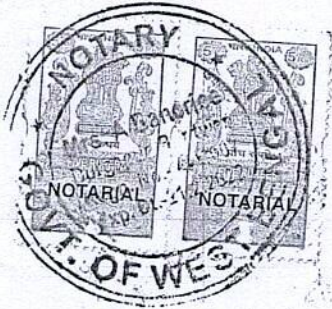
IN FAITH AND TESTIMONY WHERE OF being required of a NOTARY, I the said notary do hereby subscribe my hand and affix my seal of office at Durgapur on this the19th..... day of

June..... in the year of Christ 2021

Atabi Banerjee
Mrs. Atabi Banerjee, Notary
Durgapur, Burdwan, W.B.
Regn. No. 40/2007 Govt. of W.B.
Mrs. Atabi Banerjee

NOTARY

19 JUN 2021





পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



ANNEXURE - "A"

Before the Notary
Govt. of West Bengal
Burdwan District
Durgapur

PARTNERSHIP DEED OF MAXIPLE PROJECT DEVELOPMENT

THIS DEED OF PARTNERSHIP MADE THIS THE 1st DAY OF JUNE, 2021

BETWEEN

1. SRI. SAMIR KUNDU Son of Sri Biswajit Kundu, by faith: Hindu, by occupation business, resident at Village-Arrah Sripally, P.O. - Arrah P.S.- Kanksa District - Paschim Bardhaman, W.B. , PIN-713212 hereinafter called or referred to as the **PARTY** or **PARTNER** hereto of the **FIRST PART** (which expression shall unless excluded by or repugnant to the context include his heirs, executors, representatives, administrators and assignees), _____

AND



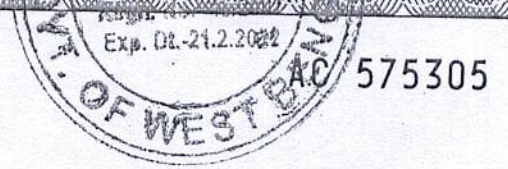
Mrs. Atabi Banerjee, Notary
Durgapur, Burdwan, W.B.
Regn. No. 40/2007 Govt. of W.B.

19 JUN 2021

Krishna Kundu
Samir Kundu



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



- 2 SRI. KRISHNA KUNDU wife of Sri Samir Kundu, by faith: Hindu, by occupation business, resident at Village-Arrah Sripally, P.O. - Arrah P.S.-Kanksa District -Paschim Bardhaman, W.B. , PIN-713212 hereinafter called or referred to as the **PARTY or PARTNER** hereto of the **SECOND PART** (which expression shall unless excluded by or repugnant to the context include his heirs, executors, representatives, administrators and assignees),



Mrs. Atabi Banerjee, Notary
Durgapur, Bardwan, W.B.
Regn. No.-40/2007 Govt. of W.B.

19 JUN 2021

Sri Samir Kundu
Krishna Kundu

NOW THIS DEED OF PARTNERSHIP WITNESSETH AS FOLLOWS:-

The Partnership business shall be carried on under the name and style of MAXIPLE PROJECT DEVELOPMENT and it shall be a partnership at will.

1. The said partnership shall be deemed to have commenced on and from the 1st Day of June, 2021 as agreed by the partners.
2. The principal place of business is situated at Sankarpur P.O.- Arrah P.S.- New Township, PIN - 713212, Dist. -Paschim Bardhaman, West Bengal, and branch/branches as may be opened at any place and at any time as required by the partners.
3. The business of the firm will mainly be **Builder & Developer and Civil Contractor** and such other business, as the partners may decide among themselves from time to time.
4. The Capital of the partnership business shall be contributed by the partners as and when required, and as may be mutually agreed by them.
5. It is agreed by and between the parties hereto that simple interest at the rate of 12% per annum or at such other rate or rates as may be prescribed u/s.40(b)(iv) of the Income Tax Act,1961, or any other applicable provision as may be in force for the Income Tax assessment of the partnership firm for the relevant accounting period shall be payable by the partnership on the amount standing to the credit of the capital and/or current or loan account or accounts of the partners. If there is any debit balance in the account of any partner, interest at the above rate shall be payable by him. The partners shall be at liberty to increase or reduce the above rate of interest from time to time.
6. a) It is agreed by and between the parties hereto that the following partners (hereinafter referred to as 'working partners') shall devote their time and attention to the business of the partnership, as the circumstances and business needs may require:

- i. **SRI. SAMIR KUNDU**
- ii. **SRI. KRISHNA KUNDU**

b) The total remuneration payable to the working Partners shall be worked out as under :-

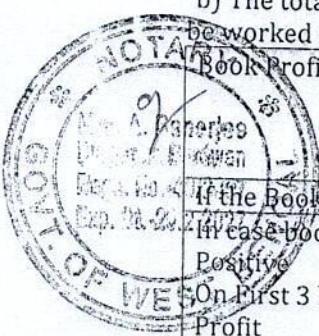
Book Profit of the firm	Working partners' remuneration expressed as percentage of the Book Profit
If the Book profit Negative	Rs. 1,50,000/-
In case Book profit is Positive	Rs.1,50,000/- or at the rate 90 per cent of the book-profit, whichever is more.
On First 3 lakh of Book Profit	60 per cent of the book profit
On the balance of the book Profit	

Explanation: For the purposes of this clause, the expression 'Book Profit' shall mean 'Book Profit' as defined in Explanation 3 to Section 40(b) of the Income Tax Act, 1961 or any statutory modification or re-enactment thereof, for the time being in force.

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Durgapur, Burdwan, W.B.
Regn. No. - 49/2007 Govt. of W.B.

Samir Kundu
Krishna Kundu



i) SRI. SAMIR KUNDU	50%
ii) SRI. KRISHNA KUNDU	50%

d) The partners shall be entitled to increase or reduce the above remuneration and may agree to pay remuneration to any other partner or partners.

7. The partners shall be entitled to modify the above terms relating to interest, remuneration etc. payable to the partners by executing a supplementary deed and any such deed when executed shall form part of this deed of partnership.
8. The profits and/or losses of the firm determined in accordance with the provisions contained hereinafter and after providing for interest and remuneration payable to partners, depreciation, all outgoings and provisions and statutory and commercial reserves required for the business purposes shall be apportioned or divided between the partners' as under: -

i) SRI. SAMIR KUNDU	50%
ii) SRI. KRISHNA KUNDU	50%

9. (a) A partner shall not draw any amount more than the share of his profit outstanding or amount standing to the credit of his account unless agreed to by the other partner(s). If at the end of the year after a profit and loss account is prepared, it is found that any partner has drawn more than his share of profit or any amount is standing debit to his name on account of share of loss or over drawings of any other account whatsoever, he shall refund the same to the partnership firm immediately unless otherwise mutually agreed.
- (b) All credits and debits of partners shall carry interest at the rates as mutually agreed upon by the partners from time to time.

10. The books of accounts of the partnership shall be maintained and shall at all times be kept at the principal and/or branch offices etc. of the partnership and shall not be removed without the consent of the other partner except when required by law or a Government authority or business purposes. The same shall be closed on 31st March every year.

11. The papers, documents, accounts, etc. of the firm shall remain open for inspection by the partners or their duly authorized agent at all reasonable hours of the day.

12. The Bankers of the Partnership shall be such banks as the partners may from time to time decide and agree upon and all the partner jointly shall be entitled to operate the bank accounts with current or cash credit or overdraft etc.

13. The business of the partnership shall be carried on under the supervision of the partners hereto and each partner shall:

- Be just and faithful to the others in all transactions relating to the partnership.
- Indemnify and partially pay all his separate debts and indemnify the other partner and the firm against the same and all expenses on account thereof.
- At all times give to the other a just and faithful account of all transactions and also upon every reasonable request furnish full and correct explanation thereof.

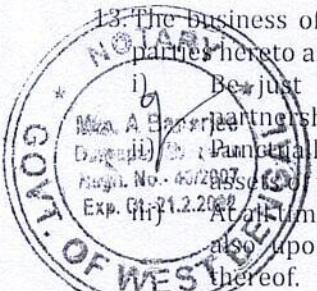
14. a) **OBLIGATIONS OF PARTNERS:** The partners hereby confirm that all their efforts jointly or separately shall be in the best interest of the firm and nothing shall be kept secret with regard to the business of the firm from each other.

b) Every partner shall indemnify the firm and the other partners against any loss sustained by him for any of his personal acts and commission and tax liabilities.

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Samir Kundu
Krishna Kundu



- 15.a) The partners by mutual agreement shall be entitled to borrow money for the business of the partnership from any financial institution, bank, company, firm or individual as they may deem fit on such terms and conditions as they may deem fit including by mortgage or charging the assets and rights of the partnership.
- b) The partners may by mutual agreement execute Power of Attorney in favour of such person or persons as they may deem fit and may revoke any Power or Attorney so given or granted.
16. No partner shall assign or transfer his share in the partnership firm without the written consent of the other partner(s).
17. RETIREMENT: a) Any partner can retire by giving 15 days notice in writing to the other partner of his intention of retirement or in any other manner to which all the partners may agree. In all cases of retirement the retiring partner shall not be entitled to any goodwill.
- b) That in the event of death of any partners the legal heir of the deceased partner will be stepped into the place of the deceased partner without break or dissolution.
18. A retiring partner shall execute such documents as are necessary or required by the continuing partner(s) to carry on the partnership business and realize its assets (Smoothly). But the retiring partner shall have the absolute discretion for executing the aforesaid papers if his shares of accumulated profits or amounts standing to the credit of his account are not paid of in accordance with the terms mutually agreed upon.
19. ALTERATION OF THE TERMS: Any of the terms may be varied, altered, amended or substituted or added by the mutual consent of the partners.
20. ADMISSION OF NEW PARTNERS: The parties hereto by mutual consent can take one or more partners.
21. DISPUTES: Whenever there be any difference of opinion or any dispute between the partners, the partners shall refer the same to an arbitration of one person. If, however, they do not agree to one such arbitrator, it may be referred to an arbitration of persons, one being appointed by each partner, whose decision shall be binding on all the partners. Such arbitration proceeding shall be governed by Indian Arbitration Act in force at the time of referring the dispute to arbitration.
22. DISSOLUTION: The firm shall not be dissolved on the death, insanity, or insolvency of any partner, but shall continue to exist with the legal heirs of such deceased, insane or insolvent partner. The firm shall not be dissolved unless & until all debts and loans taken from banks & financial institutions has been repaid in full.
23. APPLICATION OF PARTNERSHIP ACT: Save and except as provided hereinbefore the provisions contained in the Indian Partnership Act 1932 shall apply.



Mrs. Atati Banerjee, Notary
Durgapur, Burdwan, W.B.
Regn. No. -40/2007 Govt. of W.B.

19 JUN 2021

Kaishma Kundu
Kamini Kundu

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hand and seals the day, month and year first above written.

SIGNED, SEALED AND DELIVERED AT DURGAPUR BY THE ABOVE NAMED PARTIES IN THE PRESENCE OF:

1. UTPAL MONDAL
Utpal Mondal
S/o - Abani Mondal
S/4-299 Bidhan Nagar
P.S - N.T.P.S
DURGAPUR - 713206

1. *Samir Kundu*
.....
(SRI. SAMIR KUNDU)
FIRST PART

2. *Krishna Kundu*
.....
(SRI. KRISHNA KUNDU)
SECOND PART

2. Ratana Paul
S/o late Sushil Paul
Annah Bidhanbank
Durgapur. 713212.

Identified by me

Subrata Mukherjee
Advocate



INSTRUMENT "A" REFERRED TO
IN THE NOTARIAL CERTIFICATE

Ateri Banerjee
.....
Mrs. A Banerjee, Notary
Durgapur, Burdwan, W.B.
Notary No. 4012007 Govt. of W.B.

19 JUN 2021

