

12/11/15

Notarial Certificate

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

TO ALL MEN THESE PRESENTS SHALL COME, I, SAJJAN PODDAR, Advocate & Notary practicing as a NOTARY in the Alipore Judges' Court within the District of SOUTH 24-PARGANAS of the State of West Bengal within the Union of India, do hereby declare that the Paper Writings collectively marked "A" annexed hereto hereinafter called the "Paper Writings A", are presented before me by the executant (s).

Sankar Malakar, s/o Sri Rathis Chandra
Malakar, of 3/40, Netaji Nagar,
Kodkapa - 700 047, P.S. - Netaji Nagar,
& Another



hereinafter referred to as the "executant (s)"
on this the _____ day of

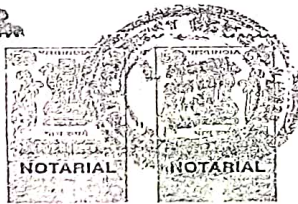
01 OCT 2015

The "executant(s)" having admitted the execution of the "Paper Writings A" in respective hand(s) in the presence of the witness(es) 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 Writings A" and testify 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.

IN FAITH AND TESTIMONY WHEREOF I, SAJJAN PODDAR, the said Notary, have hereunto set an subscribed my hand and affixed my Notarial Seal of Office at Alipore Judges' Court Compound, Calcutta - 27 in the District of South 24-Parganas on this the _____ day of

01 OCT 2015



Sajjan Poddar
SAJJAN PODDAR

Notary
Govt. of West Bengal
S. No. 15 of 1994
Alipore Judges' Court
Dist. South 24 Parganas



पश्चिम बंगाल WEST BENGAL

V 310



DEED OF PARTNERSHIP

This Deed of Partnership is made on the 30th day of September, 2015 between:

SRI SANKAR MALAKAR son of Sri Rathish Chandra Malakar, by nationality Indian by faith Hindu, presently residing at 3/40, Netaji Nagar, Kolkata - 700047, P.S. Netaji Nagar hereinafter called and referred to as the **FIRST PARTNER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, nominees, legal representatives and assigns) of the **FIRST PART**.

S. P. PODDAR
NOTARY PUBLIC
16/24
KOLKATA - 700012

01 OCT 2015



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

S 545460



- AND -

SRI PRASENJIT PAKHIRA son of Sri Gopal Chandra Pakhira, by nationality Indian, by faith Hindu, presently residing at 39A, Lake Gardens, Kolkata - 700045, P.S. Lake hereinafter called and referred to as the **SECOND PARTNER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, nominees, legal representatives and assigns) of the **SECOND PART.**

[Handwritten signature]
S. P. DAS
17/2
CAL-2

01 OCT 2015

WHEREAS the Partners herein have been desirous of running a partnership firm in proper manner in all possible ways and procedures in doing proper business of Construction and Development / Promotion / Consultancy/ Operational and Contractual Jobs on and about Real Estates and other land and / or building. The Partnership firm also intends to get requisite license/s from concerned Government and other competent authorities in these respects and act accordingly.

AND WHEREAS the Partners herein above mutually agreed upon that the parties shall become partners on the following terms and conditions:

Now this deed witnesseth as follows:

1) MODE OF PARTNERSHIP

That the Partnership made or constituted between the above named partners AT

2) NAME & STYLE

That the partnership shall carry on with the business under the name and style as 'PARAMOUNT CONSTRUCTION'.

That the said Partnership Firm, hereby created viz. M/s PARAMOUNT CONSTRUCTION will carry on the business of Construction and Development / Promotion / Consultancy/ Operational and Contractual Jobs on and about Real Estates and other land and / or building.

3) PLACE OF BUSINESS

That the business of the Firm shall be at present carried on at 39A, Lake Gardens, Kolkata - 700045, P.S. Lake unless changed for convenience by mutual consent of the partners and/or the partners may also open a branch or in any place or places as they mutually decide.

4) NATURE OF THE BUSINESS

01 OCT 2015

[Signature]
S. PODDAR
19/10/2015



That the nature of business of the Firm shall be Construction and Development / Promotion / Consultancy/ Operational and Contractual Jobs on and about Real Estates and other land and / or building. That the partners may however at any time with mutual consent in writing may take up and convey on such other businesses, as they deem fit and proper.

5) COMMENCEMENT AND DURATION

That the Deed of partnership being effective on and from the 1st Day of October, 2015 and it shall continue AT WILL of the partners.



6) CAPITAL

The Capital of the partnership shall be such sum or sums as may be required to run the business smoothly and efficiently which shall be contributed and or arranged by the parties hereto. The personal capital contribution of the partners either standing to their accounts or as may be further contributed by them shall be credited to their personal capital accounts in the book of the firm and the same shall carry interest @ 12% per annum or any such other rate as may be mutually agreed from time to time. However, in case of insufficiency of profit or in case of loss the partners mutually agreeing may charge any lower rate of interest or even may not charge any interest.



7) SHARING OF PROFIT & LOSS

That all partners being Working Partners, the net profit and / or loss as case may be shall be divided, distributed and or adjusted amongst the partners in the following manner: -



<u>Name</u>	<u>Percentage of Profit and / or Loss</u>
SRI PRASENJIT PAKHIRA	50%
SRI SANKAR MALAKAR	50%

S. P. PUDDAPATI
REGISTRAR OF COMPANIES
WEST BENGAL
KOLKATA

8) ADDITIONAL FINANCE ASSISTANCE

That if there be any need of money beyond the amount of Capital already invested; the partners shall from time to time introduce further sums into the business with the mutual consent of both the Partners according to the partners' individual capacity. The firm may also raise loan from Bank or any financial institution /

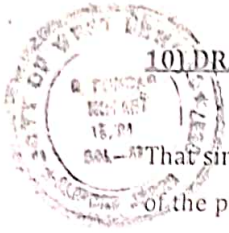
01 OCT 2015

organisation and such loaned amount will be considered as firm's obligation and shall bind all the partners equally.

9) OPERATION OF BANK ACCOUNT

That the Firm may open a Bank Account in any Bank or Banks as the Partners decide mutually and such banking account or accounts shall be operated under the joint signatures of both the aforesaid Partners viz. Prasenjit Pakhira and Sankar Malakar until any further amendments and rectification are executed due to any inconvenience caused as per the mutual understanding of the Partners.

10) DRAWINGS / REMUNERATION / SALARY / BONUS / COMISSION ETC.



That since the parties hereto shall be devoting their time and energy for the affairs of the partnership business, it has been agreed that in lieu of the services they shall be entitled to a monthly remuneration out of the book profit available after charging of interest on capital as per clause 5 herein above. Such remuneration shall be allowed to the partners in equal ratio and shall be calculated out of the book profit at the rate of Rs. 5000/- per month per partner.



However, remuneration so allowable to the partners shall always be within the limits prescribed u/s. 40(b) (v) of the I.T. Act or any enactment there to.

- a) That all the Partners as named above are WORKING PARTNERS.
- b) That with the consent of other partners hereof each partner shall be entitled to draw out of the partnership business any sum or sums of money for his own use and such sums or sums of money shall be debited to the partners account and adjusted at the end of the year.
- c) That the,partners shall also be entitled to draw commission on the total turnover of the business at such rate so to be mutually decided amongst the partners.
- d) That the partners shall further be entitled to draw Interest @ 12% per annum OR at rate so to be decided mutually amongst the partners or credit balance of Capital Account and on loan if given any the Firm. Such payment of interest shall be charged in the Profit and Loss Account.
- e) Be it clearly understood by and between the partners hereto that the quantum of monthly Salary / Remuneration, Bonus, Commission and Interest on



Handwritten signature and stamp: P. KODDAPU, 28/10/2015

01 OCT 2015

Capital and Loan etc. May be increased or decreased from time to time according to the quantum and volume of business so to be done by the Firm and / or as the partners decided mutually amongst themselves as per the guidance of Section 40 b (v) of the Income Tax Act, 1961.

11) MANAGEMENT AND CONTROL

That the day to day and usual management and control of the business shall all along belong to and vest in and be exercised by the partners hereto jointly or severally as to suit the occasion and to represent the Firm, Companies, Govt./ Semi-Govt. Concern / Departments and / or act for and on behalf a of the firm in all any affairs and / or matters such as to receive and / or to collect for and / or on behalf of the firm all or any other goods, issuing of memos, letters, challans, receipts, tax declaration forms and each and everything connected with the day to day usual and routine affairs of the business including conclusion of any offer, contracts, agreements, tenders, hundies, security papers, negotiable and / or mercantile instruments, letter of credit and /or all other matters and things.



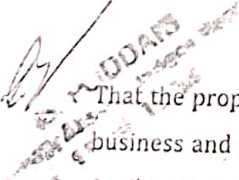
12) RIGHTS AND DUTIES



That the partners shall be diligent, faithful and honest in their dealings in terms of the common advantage and benefit of the Firm and shall devote their time, skill and energy in furtherance of partnership business, each and every partner shall engage and devote all reasonable efforts in securing work and orders in the name of the firm and no partners shall divert or undertake work / orders in their individual name / name in any manner whatsoever.



13) MAINTAINANCE OF BOOKS OF ACCOUNT



That the proper of accounts shall be maintained and kept at the registered place of business and at the end of the every year, according to the Govt. Financial Year i.e. April to March, a Trading, Profit & Loss Account and Balance Sheet shall have to be prepared and accounts of the respective partners adjusted in accordance with their respective shares.

01 OCT 2018

14) RETIREMENT

That in case of retirement of any partners, the retiring partner must give a clear two months notice in writing to the firm intimation his such intention of retirement, and on receipt of such notice, the remaining partners, shall adjust the accounts up to the date of retirement, and the retiring partners shall be paid fully (or by installments payment) as per the mutual agreement of the partners of his Balance in Capital Account and / or other dues due to him from the Firm including share of profit up to the date of retirement subject to deduction of share of expenses, liabilities and creditors and in the event of such retirement of partners, other partners shall have every right or option to carry and continue the business in his independent capacity. Be it clearly understood that the retiring partners will not be entitled to any share of goodwill of the business and its name and title and the assets and right of the partnership business.



15) DEATH, INSOLVENCY, INCAPABILITY OR LUNACY

That if any of the partners dies or becomes insolvent or incapable or lunatic during the continuance of the partnership business shall not be deemed to have so dissolved upon the death or invalidity, insolvency or lunacy of such partner and thereupon the heirs and legal representative of such deceased or invalid or insolvent or lunatic partner shall be admitted into the partnership and shall have such shares and rights and be subjected to such liability as that of the deceased or insolvent or invalid or lunatic partner in the said partnership business. If the heirs, successors or legal representative of the deceased, invalid, insolvent and lunatic partner is not forthcoming within 60 (sixty) days from the date of death, insolvency or invalidity or lunacy he / they shall be deemed to have given notice of retirement.



The business shall then be continued and carried on by the remaining partners provided always after liquidation and / or making proper arrangement of payment of the accumulated interest and / or including credit balance of capital account, loans and advances to the firm if any, share of profit, proportionate share of value of goodwill etc. whatsoever becomes due and payable to the successors, heirs and /or legal representatives and assigns on account of the deceased invalid, insolvent or lunatic partner.

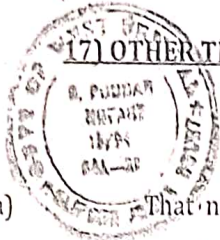


16) ACTS FORBIDDEN

01 OCT 2015

That no partners shall without the written consent of the partner introduce any new partner and / or alienate share of him in the firm to any outsider (b) discharge any

debtor (c) enter into any wagers contract or gambling transaction of any kind (d) directly or indirectly affects be engaged in any similar business which directly affects the firm's business OR (e) do any other act, deed or things detrimental to the interests of the Partnership business and partners.



17) OTHER TERMS AND CONDITIONS

- (a) That neither of the partner shall be liable to each other in any manner whatsoever, in respect of the personal liabilities or obligations of the partners if there be and / or accrued or incurred in future.
- (b) That on dissolution of the firm, the assets and liabilities of the firm will be ascertained, and on payment of all liabilities and creditors, the balance assets will be distributed to each of the partners in their respective shares and benefits.
- (c) That any of the above terms may be varied, altered or modified and / or added to on mutual agreement of the partners.
- (d) Save and except what has been laid down hereinbefore in clear terms all the matters relating to or concerning this partnership, shall be governed by the Indian Partnership Act.



18) ARBITRATION



Any dispute or difference which may arise between the partners or their representatives, with rigors to the construction, meaning and effect of this deed or any part there of or respecting the accounts, profits or losses of the business, or the rights and liabilities of the partners under this Deed, or the dissolution or winding up the business, or any other matter relating to the firm, shall be referred to arbitration and the decision of a sole arbitrator and if the parties in dispute so agree, otherwise to two or more arbitrator, according to the number of the Partners of the firm one has to be nominated by each party or his representatives and in case of difference of opinion between them, by the umpire selected by them at the commencement of the reference and this clause shall be deemed to be a submission within the meaning of the Arbitration Act, 1940, including its statutory modification and re-enactment.

01 OCT 2015

IN WITNESS WHEREOF both the parties hereto concerned set and subscribe their respective hands and signatures on the day, month and year first above written.

Signed, sealed and delivered in presence of:



For PARAMOUNT CONSTRUCTION
Sankar Malakar
Partner / Authorized Signatory
SANKAR MALAKAR
SANKAR MALAKAR
First Partner

For PARAMOUNT CONSTRUCTION
Prasenjit Pakhira
Partner / Authorized Signatory
PRASENJIT PAKHIRA
PRASENJIT PAKHIRA
Second Partner

Identified by

Siddhartha Ray
Siddhartha Ray
Advocate

Registered (A) of the Government of West Bengal
Created on 10/08/2015
Under the Advocates Act, 1961
Registration No. 700027

G. Poddar
G. Poddar / 10/15
Govt. of West Bengal
10/10/2015

01 OCT 2015