

Notarial Certificate

To all to whom these presents shall come, Pradip Kumar Datta duly appointed by the Central Government as a Notary and practising throughout the city of Calcutta (West Bengal). Union of India, do hereby certify that the paper Writings, collectively marked 'A' annexed hereto, hereinafter called the paper Writings, 'A' are presented before me by the executant's.

Nature of Document .. Deed of Partnership

Executed by .. Sri Kamlesh Kumar Ray of

.. 10 King's Road, P.S. - Galabari, Howrah-711101

and others as per the same.

hereinafter referred as the executant/s on this
the 11 APR 2017 day of

in the year 11 APR 2017

The "Executant/s" having admitted the execution of the Paper Writings "A" and being satisfied as to the identity of the executant I have attested the execution.



IN FAITH AND TESTIMONY WHERE OF I, the said Notary, have hereunto subscribed my name and affixed my seal of office this day of in the year 11 APR 2017

P. K. Datta

Notary

Govt. of India

Regn. No. 1101/98

Chief Metropolitan Magistrate's Court
2 & 3, Bankshall Street, Calcutta - 700 001



पश्चिमबंग पश्चिम बंगाल WEST BENGAL



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DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made on this 11th day of April, Two Thousand Seventeen by and Between.

1. **SRI KAMLESH KUMAR RAY**, son of Sri Rama Kant Ray, by faith Hindu by occupation business, at present of 10, King's Road, P.S. Golabari, Howrah – 711 101, hereinafter referred to as the party hereto of the FIRST PART.
2. **SRI MANOJ KUMAR**, son of Sri Shyam Nandan Sharma, by faith Hindu by occupation business, at present of 106, Kiran Chandra Sinha Road, Ganges Garden, Shibpur, Howrah – 711 102, hereinafter referred to as the party hereto of the SECOND PART.
3. **SRI RAKESH KUMAR JAISWAL**, son of Sri Banwari Lal Jaiswal, by faith Hindu by occupation business, at present of 19, King's Road, P. S. Golabari, Howrah – 711.101, hereinafter referred to as the party hereto of the THIRD PART.
4. **SRI RAMESH DUBEY**, son of Sri Gupteshwar Dubey, by faith Hindu by occupation business, at present of 19, King's Road, Golabari, Howrah – 711 101, hereinafter referred to as the party hereto of the FOURTH PART.

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Ramesh Dubey
Manoj Kumar
Ramesh Dubey
Ramesh Dubey

P. K. Datta
Notary

Regn. No.: 1101/08

C.M.J.'s Court

11, Park Street, Kolkata

Rakesh Jaiswal

25 AUG 2016

32244

MS. S S LOHIA & CO
Chartered Accountants
Brahmbari Road
Narayani Building
7TH Floor, Room No 711
Kolkata - 700 001

No.
DATE
SOLD TO
OF
RS. 100

JAYDEEP CHATTERJEE
16, INDIA EXCHANGE PLACE, KOL-1
LICENSED STAMP VENDOR
L. NO. 351RS2916



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100
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भारतीय गैर न्यायिक

पचास
रुपये
रु. 50



FIFTY
RUPEES
Rs. 50

INDIA NON JUDICIAL

पश्चिमबंग पश्चिम बंगाल WEST BENGAL



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5. **SRI NANDAN SOMANI**, son of Govind Ram Somani, by faith Hindu by occupation business, at present of 56/1/1, King's Road, Howrah – 711 101, hereinafter referred to as the party hereto of the FIFTH PART.

AND

6. **SRI BANWARI LAL JHAWAR**, son of Sri Sohan Lal Jhavar, by faith Hindu by occupation business, at present of 10, Dr. Abani Dutta Road, Howrah – 711 101, hereinafter referred to as the party hereto of the SIXTH PART.

HEREINAFTER both of them JOINTLY referred to as the PARTNERS"

WHEREAS parties hereto have joined together to form the partnership to carry on the business under the name and style of **M/S. TOPCON & COMPANY** and to share the profit of said business with its principal place of business at 106, Kiran Chandra Sinha Road, Block-D1-D2 Connector, Ground Floor, P.S. Shibpur, Howrah – 711 102, with effect from 11th day of April, 2017.

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Handwritten signature

P. K. Datta
Notary
Regn. No.: 1101/98
C.M.'s Court
206, Beakhal Street
Calcutta - 700 014

Handwritten signature: Rakesh Jaiswal

Handwritten signature: Ranish Dubey

Handwritten signature: Kamini

Handwritten signature: Jhawan / Somani

32244

25 AUG 2016

M/S. S S LOHIA & CO
Chartered Accountants
207/17
Narayani Building
7TH Floor, Room No 711
Kolkata - 700 001

NO.....
SOLD TO.....
OF.....
RS. *Sy*.....

JAYDEEP CHATTERJEE
16, INDIA EXCHANGE PLACE, KOL-1
LICENSED STAMP VENDOR
L. NO. 351RS2016



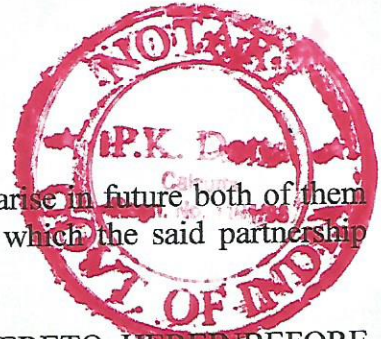
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AND WHEREAS to avoid any dispute or difference which may arise in future both of them want to record in writing the precise terms and conditions on which the said partnership business shall be carried on.

NOW THIS INDENTURE WITNESSETH AND PARTIES HERETO HEREINBEFORE MENTIONED AGREE AND DECLARE AS UNDER:

1. The parties hereto of the First, Second, Third, Fourth, Fifth and Sixth Parts have joined together to form the partnership and become partners of M/S. **TOPCON & COMPANY** to carry on the business in Co-Partnership and to Share the Profit of the firm subject to the terms hereunder contained and subject to such modification in its constitution or object clause as may hereafter be agreed.
2. The name of the firm shall continue to be **M/S. TOPCON & COMPANY**. The Partners shall enter into engagement on behalf of the firm in the firm's name save as provided hereinafter. The said name and object may be altered hereafter if so unanimously decided by all the partners then constituting the firm.
3. That the principal place of business shall be situated 106, Kiran Chandra Sinha Road, Block-D1-D2 Connector, Ground Floor, P.S. Shibpur, Howrah - 711 102, could be changed to any other place or places by mutual consent of the Partners.
4. That the partnership business is to be treated to have commenced with effect from 11th day of April, 2017 and Partnership is at WILL.
5. That the partnership business shall be that of Builder, Developer, Construction of Building, Market, Mall and Complex. However the partners shall have option to embark upon any new line of business and open/or close branch/branches and/or Agency/Agencies wherever and whenever necessary.
6. That in case any partner shall desire to retire from the partnership he shall give one month's notice in writing to this effect to other partners. In case of retirement of any of the partners, the firm shall not stand dissolved but the other partners shall be entitled to carry on the said firm and business by taking any other person/s as its partner/s or otherwise. The retiring partner shall not be entitled to share goodwill of the firm.
7. That the capital required to carry on the partnership business shall be contributed and/or arranged by the parties hereto as shall be mutually decided upon. Interest at the rate of 12% per annum or as may be prescribed under section 40(b)(iv) of the Income Tax Act, 1961 or any other applicable provisions as may be in force in the Income Tax Assessment of Partnership Firm for the relevant accounting period shall be payable to the partners on the amount standing to the credit of the each of the partners. However in case of loss or lower income, rate of interest can be nil or lower than 12% as may be agreed to by and between the partners.

Ramesh Dubey

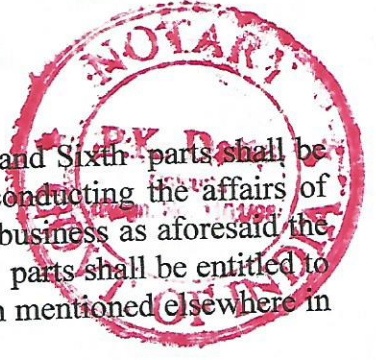
K. Anand

Ramesh Dubey
Anand

Ramesh Dubey

P. K. Datta
Notary
Regn. No.: 110788
S.P.M.'s Court
1-A, Bankshall Street

Rakesh Jaiswal



8. That the parties hereto of the First, Second, Third, Fourth, Fifth and Sixth parts shall be whole time working partner and shall be actively engaged in conducting the affairs of business of the firm. For the service rendered to the partnership business as aforesaid the parties hereto of the First, Second, Third, Fourth, Fifth and Sixth parts shall be entitled to a remuneration over and above the share in the profits of the firm mentioned elsewhere in this deed, as detailed herein below :-

i) Such Remuneration shall be calculated on book profit of firm. The book profit herein shall mean the net profit, as shown in the Profit & Loss A/c of the relevant previous year computed in the manner laid down in Chapter IV-D of the Income Tax Act, 1961 as increased by the aggregate amount of the Remuneration paid or payable to all the whole time working partners of the firm if such amount has been deducted while computing the Net Profit.

ii) The aggregate amount of Remuneration paid or payable to the parties hereto of the First, Second, Third, Fourth, Fifth and Sixth Parts shall be computed as under.

- a) On the first Rs. 3,00,000/- of the Book Profit or in case of a loss. Rs. 1,50,000/- or at the rate of 90% of Book Profit whichever is more.
- b) On the balance amount of the Book Profit. At the rate of 60% of such Balance Book Profit.

iii) The Remuneration to be payable to whole time working partners and computed as per preceding sub-clause(i) and (ii) shall be allocated and distributed amongst the following parties in the ratio as mentioned herein under :-

<u>SRI KAMLESH KUMAR RAY</u> FIRST PART	16%
<u>SRI MANOJ KUMAR</u> SECOND PART	17%
<u>SRI RAKESH KUMAR JAISWAL</u> THIRD PART	17%
<u>SRI RAMESH DUBEY</u> FOURTH PART	10%
<u>SRI NANDAN SOMANI</u> FIFTH PART	20%
<u>SRI BANWARI LAL JHAWAR</u> SIXTH PART	20%

Kamlesh

Ramesh Dubey

P. K. Datta
Nandan Somani

[Handwritten signature]

P. K. Datta
Notary
Regn. No.: 1101/98
C.M.M.'s Court
24-B, Anandapal Street
Rajkot - 360 004

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Rakesh Jaiswal



9. That after providing for the interest and remuneration to the partners as mentioned hereinbefore, Profit and/or Loss of the firm shall be distributed amongst the partners as follows :

<u>Name of the Partners</u>	<u>Share of Profit/Loss</u>
<u>KAMLESH KUMAR RAY</u> FIRST PART	16%
<u>SRI MANOJ KUMAR</u> SECOND PART	17%
<u>SRI RAKESH KUMAR JAISWAL</u> THIRD PART	17%
<u>SRI RAMESH DUBEY</u> FOURTH PART	10%
<u>SRI NANDAN SOMANI</u> FIFTH PART	20%
<u>SRI BANWARI LAL JHAWAR</u> SIXTH PART	20%

10. That, if necessary, the parties may by mutual consent and upon such terms and conditions as they shall decide upon take any new partner/s in the said Partnership Firm.

11. That the parties shall be just and faithful to each others in all matters and transaction relating to the partnership business and the partners shall carry on the business in full co-operation and with the absolute sense of sincerity, diligence and honesty against each other.

12. No partner shall without written consent of the other partners :-

- a) Acknowledge a debt so as to extend the period of limitation against the firm.
- b) Employ any money, goods or effects belonging to the partnership or engage credit thereof in any manner or things except on account and for the benefit of and interest of the said firm.
- c) Except in ordinary course of business give any security or promise for the payment of money on account of the firm.
- d) Assign, mortgage, transfer, charge or otherwise alienate his share in the firm.

Ramesh Dubey

B.L. Jhawar
Nandan Somani

Kamini

P. K. Datta

Notary

Regn. No.: 1101/88

E.M.M.'s Court

28, 29, Bhokarali Street

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Rakesh Jaiswal

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13. That the parties shall have equal right in the control and/or management of the partnership business, subject to and however that parties hereto of the SECOND and FIFTH PART shall be managing partners and all decision relating to the firm shall be taken with the consent of both of them.
14. That the investment, stock in trade, capital and property of the partnership as well as that of the other partner/s shall in no way be liable for the personal debts of the partner.
15. The bank account or accounts may be opened by the parties hereto of the first, second, Third, Fourth, Fifth and Sixth parts in the name of the partnership firm and same shall be operated upon jointly with the signature of party hereto of SECOND PART (MANOJ KUMAR) and FIFTH PART (NANDAN SOMANI) and/or such other person or persons as may be authorised in this regard by the partners of the firm.
16. That the relationship of the partners shall be governed by the Indian Partnership Act, 1932 or any statutory modification thereof save and except that on the death or demise of any of the partner hereto, the firm shall not stand dissolved but shall continue to be carried on by the surviving partner take the legal heirs and/or representative/s of the deceased partner as partner of the firm upon such terms and conditions as may be agreed upon between the parties. However, the share in the profit of the firm upto the date of death of deceased partner shall be determined and the balance in his capital account shall be paid to his legal heirs.
17. That proper books of account shall be maintained in respect of partnership business by the parties hereto and proper entries made therein of all the receipts, papers, engagements, transactions and property of the partnership and the said books of accounts, receipts, papers and writings shall be kept at the office of the partnership firm and each partner or his agent shall have free access at all reasonable times to examine and to take copy of the same.
18. That at the end of each year ending on the 31st day of March the account of the partnership shall be drawn up and the profit and/or loss ascertained for the year after providing interest and remuneration to partners as mentioned in clause (7) and (8) supra and after allowing bad and doubtful debts be distributed between the partners in proportion as laid down in clause (9) hereinbefore mentioned. Accordingly, the first accounting year of the firm shall be ending 31st March, 2018. Partners however may, by mutual consent change the accounting year of the firm.

Ramesh Dubey

Pr. Ghoshan
Nandan Somani

Kamini

Ramesh Dubey

Rakesh Jainwal

P. K. Datta
Notary
Regn. No.: 1101/08
C.M.M.'s Court
2 & 3, Bankers' Street
Calcutta - 700 001

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11 APR 2017



19. That in case of any dispute or dissension or difference arises in regard to the partnership business and/or any matter connected thereto, the same shall be referred to arbitration under Arbitration Act in force at that time.

IN WITNESS WHEREOF the parties hereto hereinbefore mentioned have set and subscribed their respective hands and seals on the day, month and year first above written.

WITNESS:

1.

1. Kaamini
FIRST PART

2.

2. Kunad
SECOND PART

3. Rakesh Jaiswal
THIRD PART

4. Ramesh Debroy
FOURTH PART

5. Nandan Somani
FIFTH PART

6. B. Ghawan
SIXTH PART



P. K. Datta
Notary
Regn. No.: 1101/80
C.M.M.'s Court
1 & 3, Bankshree Street
Calcutta - 700 017

Signature Attested by me
in the presence of advocate

P. K. DATTA
Notary

11 APR 2017

Dated the day of 20

IN THE MATTER OF

Instrument "A"

AND

IN THE MATTER OF
Notarial Certificate

P. K. Datta

ADVOCATE

&

Notary Public

GOVT. OF INDIA
REGN. NO. 1101/98

CMM,s Court
2 & 3, Bankshall Street.
Calcutta - 700 001

:: OFFICE ::

12/2, Old Post Office Street.
2nd Floor, Calcutta - 700 001

☎ : 6510-9026

• : 98311-21287