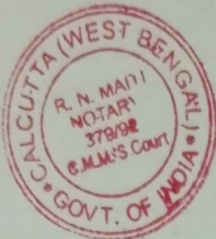


SL. NO.....52.....2017.

Notarial Certificate



To all to whom these presents shall come, I, R. N. Maiti duly appointed by the Central Government as a Notary and practising within 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.

Partners of "S.P. Construction"
at 610, East Tentullesia, P.O. Panchpotari,
Kolkata - 700152

R.N. MAITI
Notary
Regd. No. 379/92

hereinafter referred as the, executant's" on this the 4th
day of March in the year Two Thousand...Seventeen.

The "executant's" having admitted the execution of the Paper Writing "A" and being satisfied as to the identify of the executant I have tested the execution.



IN FAITH AND TESTIMONY WHEREOF I, The said Notary, have hereunto subscribed my name and affixed my seal of office this 4th day of March 2017.

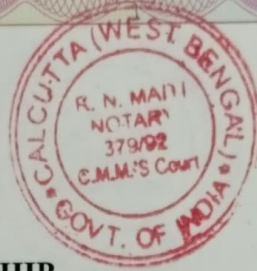
R. N. Maiti
R. N. Maiti
Notary
Govt. Of India 04.3.17

Regn. No. 379/92
C.M.M.'S Court, Bar Library
3, Bankshall Street
Kolkata - 700 001



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

W 610217



ANNEXURE-'A'

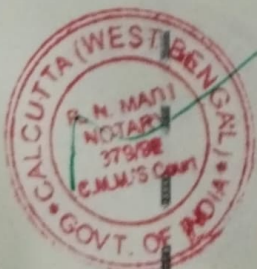
DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made this 1st Day of March in the year TWO THOUSAND SEVENTEEN BETWEEN (1) SHRI SUKANTA KUMAR MONDAL, Son of Shri Subir Mondal, by faith Hindu, by occupation business, residing at Dhalua Paschimpara, P.O.-Dhalua, P.S.-Sonarpur, Kolkata-700152, hereinafter referred to the party of FIRST PART.

AND

2) SHRI SUBRATA NASKAR, Son of Shri SANTOSH NASKAR, by faith Hindu, by occupation business, residing at Dhalua, P.O.-Dhalua, P.S.-Sonarpur, Kolkata-700152, hereinafter referred to the Party of SECOND PART,

Contd...2.



04 MAR 2017

Sukanta Kumar Mondal
Pintu Mondal.
Subrata Naskar
Pintu Debnath

भारतीय गैर न्यायिक

पचास
रुपये

रु.50

FIFTY
RUPEES

Rs.50

भारत

सत्यमेव जयते

INDIA

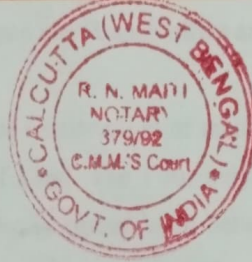
INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

T 964476

:: 2::

AND



ANNEXURE-'A'

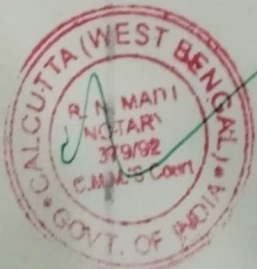
3) SHRI PINTU DEBNATH, Son of Late Anil Debnath, by faith Hindu, by occupation business, residing at L-7, Srinagar Main Road, Kolkata-700094, hereinafter referred to the party of THIRD PART

AND

4) SHRI PINTU MONDAL son of Shri Kanai Chandra Mondal, by faith Hindu, by occupation Business residing at Vill- Radhanagar, .P.O. Sonarpur ,Kolkata -700150 hereinafter referred to the Party of FOURTH PART

WHEREAS the above-mention parties hereto have mutually agreed to carry on a business in Partnership, and as such they have mutually agreed to form a written deed of Partnership stating therein all the terms and conditions upon which the said business of Partnership Firm shall henceforth be carried on smoothly.

Contd...3.



0 4 MAR 2017

Sujoyita Kumar Ma
Pintu Mondal.
Subraty Narkar
Pintu Debnath

Now this deed of witnessed that the above mentioned Parties of the First, Second, Third, Fourth Part has agreed to carry on the business in Partnership as Partners under the following terms and condition inter-alia:

- 1) That the name and style of business shall be "S.P.CONSTRUCTION"
- 2) That the Deed of Partnership shall be effective from 1st day of March 2017.
- 3) That the Registered office and the Principal place of business of the firm shall be at 610, East Tentulberia, P.O.-Panchpotar, Kolkata -700152, However , the same may be shifted to any other suitable place and/or places, if necessary and the partners may open any Branch office anywhere if found suitable for the firm.

That the firm shall carry on the business of Construction of multi-storied Buildings and Development /Promotion of Land. The Firm may engage itself in any other business as may be mutually agreed upon between the Partners

- 4) That partner will invest in the partnership business as their Capital in the ratio of 25:25:25:25 between the First , Second ,Third and Fourth party receptively and if any further Capital be considered by the partners to be necessary and expedient for efficient carrying on the business, the same will be contributed by the partners in above proportion.
- 5) That the Banker of the Partnership will be any of the scheduled Banks of India or any other Bank or Banks as mutually agreed upon by the partners, and the said Banking Account or Accounts shall be operated Sukanta Kumar Mondal only.

Contd...4.

Sukanta Kumar Mondal
Pintu Mondal.
Subrata Naskar
Pintu Debnath



- 6) All the agreements for sale of Flats and/or Deed of Sale of Flats will Execute / Sign all the partners on behalf of the Firm.
- 7) That in case the firm be at any time in the need of any outside capital for expansion and development of its profession on providing extra working capital or Term loan , the partners will approach Bank or Banks and others money lending institution or other person/persons and any such borrowings in the name of the firm for the purpose of the profession of the firm . The partners of the firm will, in all cases, be sign, seal and execute the documents, papers and other papers for the above purpose any one of the Partners.
- 7(a) That in all Statutory documents and all other documents in the relation of Income Tax, Sales Tax, Service Tax, Trade Licence and so on shall be signed and executed by any one of the partners.
- 8) That each of the Partners shall be just and faithful to the other partners and shall devote full time and attention to the profession of the firm.
- 9) That the Accounting year shall remain from 1st day of April to 31st day of March of next Financial Year.
- 10) That all the partners of the firm are and shall be working partners. The Partners of the firm shall be entitled to a yearly remuneration which shall be equal to the sum computing according to the method of computation as laid down in sub-clause (V) of clause (b) of section 40 of the Income Tax Act 1961 as reproduced below: -

Contd...5

Sujoyita Karmakar
Pintu Mondal
Susmita Nankar
Pintu Deb Nath



METHOD OF COMPUTATION

- a) In respect of first
Rs.300,000/- of book profit of 90 % of book profit
- b) In respect of above
Rs.300,000/- of book profit 60 % of book profit
- ii) For the purpose of the above calculation the book profit shall be calculated on the basis of book profits as shown by the book and computed as provided in S28 to S.44D (Chapter – IV - D) of the Income Tax without deducting remuneration paid or payable to the partners for the relevant year.
- iii) Provided that if there is any amendment in the method of computation as laid sub-clause (V) of clause (b) of section 40 of the Income Tax Act 1961, the same shall stand substituted accordingly in the deed of Partnership with effect from the date of such amendment, unless otherwise decided amongst the partners;
- iv) That the remuneration so arrived as per above clause shall be distributed equally between the partners.
- v) That the partners may draw from time to time from the funds of the partnership against remuneration and / or their share of profits of such of money as may be mutually settled by them.

The partners shall be entitled to modify the above terms relating to remuneration, interest etc. payable to the partners by executing supplementary Deed and any such Deed when executed shall have effect unless otherwise provided, from the first day of the accounting period in which such supplementary Deed is executed and the same shall from part of this Deed of partnership.

Contd...6

Suganti Kaundli
Pinty Mondal
Subrata Naskar
Pintu Deb Nath



- 11) That all the expenses relating to payment of in salary remuneration etc paid or payable to the partners, shall be debited to Profit & Loss Account and to be taken into consideration in arriving at the net divisible profit or loss allocable amongst the Partners .
- 12) The partners shall be paid interest on capital @ 12% P.A.
- 13) The net profit of the partnership business as per the accounts maintained by the partnership after deduction of all expenses of the partnership including rent, salaries and other establishment expenses as well as interest and remuneration payable to the partners in accordance with this Deed of Partnership or any supplementary Deed as may executed by the partners and shall be dividend and distributed amongst the partners in ratio of 25:25:25:25 among the first , second, third, fourth party. The loss if any, including loss of capital suffered in any year shall be apportioned in the above proportion.
- 14) Within three month after the financial year or such extended period as may be agreed by the partners, an account of that year shall be taken on the assets and liabilities of the Partnership and a Balance Sheet and Profit & Loss Account making allowance for depreciation, interest on capital to partners, remuneration, as per terms of the agreement shall be prepared and a copy thereof shall be furnished to each partner who shall bound thereby unless some manifest error is discovered within three months, in which case such error shall be rectified.

Contd...7.

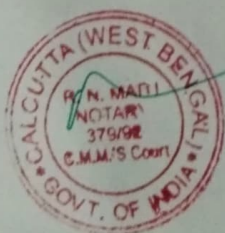
Suvartha Kumar Das
Pintu Mondal.
Suvartha Banerjee
Pintu Debnath



- 15) If it is found at the end of any financial year and on preparation of Balance Sheet and Profit & Loss Account of the Partnership that any partner has overdrawn any amount over and above the amount payable on account of interest, remuneration, share of profit, or otherwise indebted to the partnership, he shall forthwith make good the any such sum that may be due to owing by him to the Partnership.
- 16) If any partner commits any fragrant breach of his duties as a partner or act in any manner contrary to the good faith which ought to be observed amongst the partners or suffer his share of the Partnership Property, assets to be attached or charged for his separate debt or act in any manner detrimental to the partnership business, then and in every such cases, the majority of the Partners may by notice in writing expel the partner so in default.
- 17) That any partner during the continuance of the partnership retires from partnership on giving to the other partner at least one calendar Month previous Notice in writing of his intention to do so. At the expiration of the said notice period, the partnership will not stand dissolved but will be carried on by the surviving partners on the terms and conditions mutually agreed upon amongst them on such retirement.
- 18) That in case of death, insolvency, or on any other cases or cessation of being a partner of the Partnership firm, the partnership business shall not be dissolved but the other partners shall continue it.

Contd...8.

Susmita Debbarma
Pintu Mondal
Susmita Nanker
Pintu Debnath

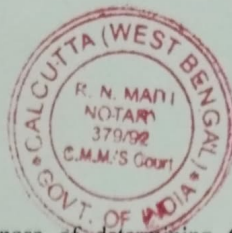


- 19) The retiring, legal heir of the deceased partner, executor of the insolvent partner, or expelled partner will be entitled to the amount lying at his credit as on the date of retirement, death, cessation, being his capital, proportionate profits, losses drawings to be taken together for the purposes of determining the quantum of amount payable to the retiring partner, legal heir of the deceased partner, executor of the insolvent partner or the partner so expelled, in equal monthly installments within one year plus interest at the rate of ten percent per annum (simple) of the balance due at the end of such accounting year
- 20) On the retirement or if the partnership is determined in any manner aforesaid or is dissolved by insolvency of any partner or by an order of court, the other partner receiving such notice of retirement or determination or given such notice of expulsion or retiring or obtaining such or other order of the court shall there upon have the first right to purchase the share of the retiring or determining or deceased or insolvent partner in accordance with their proportionate right of profit or loss in the partnership.
- 21) It is hereby agreed by and amongst the Partners hereto that the terms and conditions of the partnership can be varied, altered, modified and / or amended or new terms and conditions can be incorporated by a separate agreement in writing by mutual consent of all the partners.
- Notwithstanding anything referred to the contrary, it is agreed by and amongst the partners that on the retirement, death, insolvency of any of the partners, the said business, "S P CONSTRUCTION" will not be dissolved and the said business in the same name & style will be continued by the remaining partners.
- 22) The partnership will be dissolved only at mutual consent of all the partners. In case of such dissolution of the business, the books of accounts of the partnership will be made up-to-date, and such accounts on being finally drawn-up providing therein all assets and liabilities and be Audited by a

Contd...9

Suyash Kumar Mondal
Pintu Mondal.
Susanta Nankar
Pintu Debnath





ANNEXURE-A

:: 9 ::

Chartered accountant for the purpose of determining the dissolution account by setting of the liabilities against the value of the realizable assets and the surplus, if any. After settlement of all accounts and payment of capital, loans advanced by the partners themselves, if any, be distributed in proportions to their profit sharing ratio and the provisions of Indian partnership Act 1932 relating to dissolution will prevail in all other matters relating to dissolution.

- 23) That in all matters not provided for herein partners shall be governed by the provisions of the Indian partnership Act 1932.

IN WITNESS WHEREOF the partners hereto set and subscribed their respective hands and seal the day month and year first above written

SIGNED , SEALED AND DELIVERED

At Kolkata in presence of :-

Sukanta Kumar Mondal
 SUKANTA KUMAR MONDAL
 (The party of the First Part)

Subrata Naskar
 SUBRATA NASKAR
 (The party of the Second Part)

Pintu Debnath
 PINTU DEBNATH
 (The party of the Third Part)

Pintu Mondal
 PINTU MONDAL
 (The party of the Fourth Part)

INSTRUMENT 'A' REFERRED TO BY THE NOTARIAL CERTIFICATE

R. N. Maiti
 R. N. MAITI
 NOTARY
 Govt. of India

IDENTIFIED BY ME
T. Kr. Jana
 T. KR. JANA
 ADVOCATE

R.N. MAITI
 Notary
 Regd. No. 379/92
 3, Bankshal Street
 Calcutta-1

04 MAR 2017

Date 4th Day of March 2017.



*In the Matter of ;
Instrument 'A'
and
In the Matter of*
Notarial Certificate

R. N. Maiti
LL.B., Advocate

**&
NOTARY PUBLIC**

Govt. Of India
Regn. No. 379/92
C.M.M'S Court, Bar Library
3, Bankshall Street
Kolkata - 700 001

Phone : Chamb : 2248-8948
Mobile : 9433092019
9007428192