



Notarial Certificate

(PURSUANT TO SECTION 8 OF THE NOTARIES ACT, 1952)

KNOW ALL MEN BY THESE PRESENTS I, SUKUMAR CHANDRA GHOSH Advocate & Notary practising in the Alipore Police Court having my ordinary professional address at Village-Putkhali, P.O.- Daulatpur, P.S.- Maheshta'a, District South 24 Parganas within Sub Division- Alipore Sadar, Dist- South 24 Parganas of the state of West Bengal within union of India do hereby declare that the paper writings & documents annexed hereto and collectively marked with the letter 'A' hereinafter called the 'Paper Writings 'A' as presented before me by the Executant(s).

Deed of Partnership

*Palash Baran Biswas &
Kronay Baran Biswas
Dhalue West, P.O. Maheshta
P.S. Sonarpur, Kalcuta 700152*

hereinafter referred to as executant (s) on this
the *18th* day of *July*
Two Thousand *Sixteen*

The executant / executant(s) having admitted 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"

I Verily Authenticate And Attest The Execution Of The "Paper Writings A" in the Respective Hand(s) Of The Executant(s)

AN ACT WHERE OF being Required Of A Notary I Have Granted THESE PRESENTS As My NOTARIAL CERTIFICATE To Serve And Avail Of As Needs Or Occasions Shall Or May Arise For The Come.

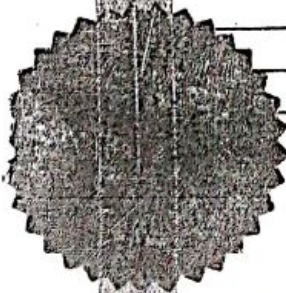
IN FAITH AND TESTIMONY WHEREOF I, the said Notary, have hereunto set and subscribed my hand and affixed my Notarial Seal of Office on this *18th* day of *July* 20*16*

Sukumar Chandra Ghosh
Sukumar Chandra Ghosh

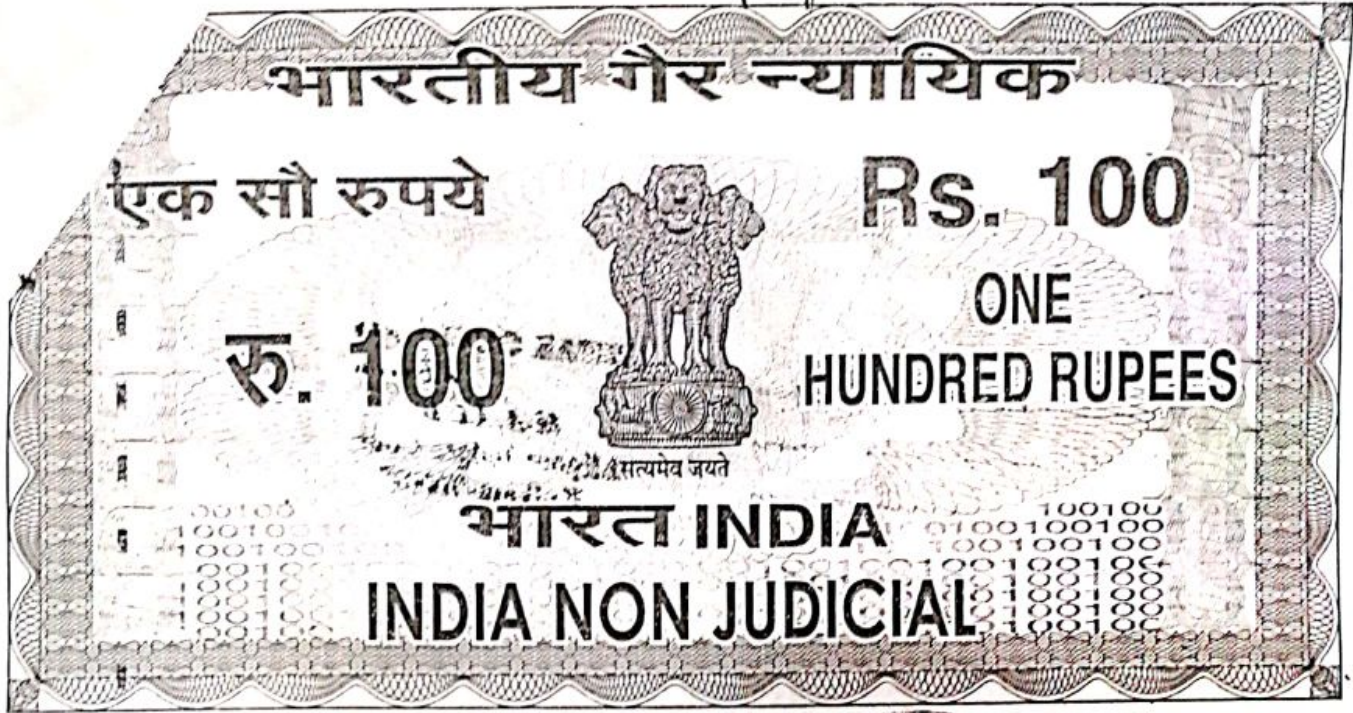
Notary

Govt Of India, Regn. No.-925/97
Mobile : 94332 37984

18 JUL 2016



S. C. GHOSH
NOTARY
Govt. of India
Regn. No. 925/97



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

V 682469



DEED OF PARTNERSHIP

This DEED OF PARTNERSHIP is made at KOLKATA on the 18th DAY OF JULY, TWO THOUSAND SIXTEEN.

AMONGST

(1) MR. PALASH BARAN BISWAS (PAN- AJQPBO295D) son of late Pronay Ranjan Biswas, aged about 45 years, by faith Hindu, by occupation business, residing at Dhalua West, P.O. Panchpota, P.S. Sonarpur, Kolkata 700152, (herein after referred to as party of the "FIRST PART" and this term shall include his heirs, successors, executors and assigns unless repugnant to the context otherwise)



(2) MR. SWAPAN KUMAR DAS, (PAN- ADTPD1804F) son of late Bharat Chandra Das, aged about 44 years, by faith Hindu, by occupation business, residing at 1649 Chak Garia, P.S. + P.O. Panchasayar, Kolkata-700094, (herein after referred to as party of the "SECOND PART" and this term shall include his heirs, successors, executors and assigns unless repugnant to the context otherwise)

(3) MR. MANGAL KUMAR MONDAL (PAN- BFOPM5054G) son of Sri Ranjan Mondal, aged about 43 years, by faith Hindu, by occupation business, residing at K/8, Sreenagar Main Road, P.O. Panchasayar, P.S. Sonarpur, Kolkata 700094. (herein after referred to as party of the "THIRD PART" and this term shall include his heirs, successors, executors and assigns unless repugnant to the context otherwise)

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भारतीय गैर न्यायिक

पचास
रुपये
रु. 50



FIFTY
RUPEES
Rs. 50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

S 970484

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(4) MR. SIDDHARTHA SANKAR DAS ROY (PAN-) son of late Amar Das Roy, aged about 39 years, by faith Hindu, by occupation business, residing at R-11, Sreenagar Main Road, P.O. Panchasayar, P.S. Sonarpur, Kolkata 700094. (herein after referred to as party of the "FOURTH PART" and this term shall include his heirs, successors, executors and assigns unless repugnant to the context otherwise)

AND

(5) MR. PRABIR KUMAR DEB (PAN- AGPPD6142B) son of Mr. Bhupesh Deb, aged about 38 years, by faith Hindu, by occupation business, residing at R-6, Sreenagar Main Road, P.O. Panchasayar, P.S. Sonarpur, Kolkata 700094, (herein after referred to as party of the "FIFTH PART" and this term shall include his heirs, successors, executors and assigns unless repugnant to the context otherwise)



WHEREAS the above parties have decided to carry on business under the name and style of "NIRMAN CONSTRUCTION" with its principal place of business at 34, Sreenagar Main Road, Ganapati Apartment, Ground Floor, Kolkata-700094

AND WHEREAS the parties hereto have agreed to enter into a formal DEED OF PARTNERSHIP upon such terms and conditions hereinafter appearing.

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1. That the FIRM NAME shall be "NIRMAN CONSTRUCTION"
2. That the Principal place (Head Office) of business of the firm shall be at 34, Sreenagar Main Road, Ganapati Apartment, Ground Floor, Kolkata-700094 or places as shall be found more convenient and agreed upon between the partners.
3. THIS PARTNERSHIP DEED shall come into effect from the 1st day of July 2016
4. That the main business of the partnership will ordinarily be Building Construction, Development, Repair & Maintenance work and the like but the partners shall have the option to embark upon any new line of business.
5. That the INITIAL CAPITAL of the Firm shall be Rs 2,50,000/- to be contributed by the partners in the following proportion and shall be subject to such change as may be agreed upon from time to time between the partners:-

SL.	NAME	AMOUNT (Rs)
01.	Palash Baran Biswas	50,000.00
02.	Swapan Kumar Das	50,000.00
03.	Mangal Kumar Mondal	50,000.00
04.	Siddhartha Shankar Das Roy	50,000.00
05.	Prabir Deb	50,000.00

6. That the Bank account or accounts shall be opened in the name of the FIRM in any scheduled Bank or Banks as the partners may, by mutual agreement from time to time decide. Such bank account or accounts shall be opened, operated and all documents, returns, etc., relating to the said accounts or accounts shall be signed and executed by three partners who are selected by five partners of the partnership firm (NIRMAN CONSTRUCTION).
7. That the NET PROFITS of the PARTNERSHIP shall be divided among the partners or the net losses of the partnership shall be borne by the partners in the manner as under:-

SL.	NAME	AMOUNT (Rs)
01	Palash Baran Biswas	20%
02	Swapan Kumar Das	20%
03	Mangal Kumar Mondal	20%
04	Siddhartha Sankar Das Roy	20%
05	Prabir Deb	20%

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8. That all the partners will be considered as working partners. The working partners rendering services to the firm having regard to the prevailing current rate of remuneration, would be entitled to draw salary at the following rates which for the time being is unanimously considered as matching return for their services rendered to the firm.

SL.	NAME	AMOUNT (Rs)
01.	Palash Baran Biswas	30,000.00
02.	Swapan Kumar Das	30,000.00
03.	Mangal Kumar Mondal	30,000.00
04.	Siddhartha Sankar Das Roy	30,000.00
05.	Prabir Deb	30,000.00

9. Every partner would be entitled to draw interest at the rate of 12% per annum on the amount of capital as at the beginning of the financial year.
10. That the ACCOUNTING YEAR of the FIRM shall close on 31st day of March every year.
11. That at the end of each accounting year a Balance Sheet and a Profit and Loss Account shall be drawn, after crediting all incomes and deducting all expenses and charges including partners' remuneration as mentioned in para 8 above, and signed by all the partners.
12. Whenever necessary the firm may borrow, from time to time, from any person or financial institution any money that may be required for the purpose of its business on such terms and conditions and pay such interest or interests on such deposits or loans as may be agreed upon.
13. If any PARTNER derives PROFIT for him either from any transaction of the FIRM or from the use of the property or business connection of the FIRM or the firm name, he shall account for that Profit and pay it to the FIRM.



14. That the partners shall be entitled to draw from time to time from the business money to the extent to be mutually agreed upon for their personal expenses and at the end of the year such drawings will be adjusted against their share of profit for the relevant year or to be debited to their accounts as the case may be.
15. A new partner may be introduced with the consent of all the partners on such terms and conditions as partners may agree with the person to be introduced as a partner in the firm.
16. Partners shall have the right to retire from the PARTNERSHIP at any time by giving one month's notice in writing to the other PARTNER and the business of the Firm shall be continued by the remaining partner. Similarly the business shall continue to be carried on by the remaining partner even in the event of the death of any partner.

Contd.:P/5

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- 17. The PARTNERSHIP shall not be dissolved in the event of death or retirement of any partner, but shall continue to be carried on by the remaining partners after dividing the retired or deceased partner's share in a proportion or on such terms and conditions as the partners may agree among themselves.
- 18. Each partner shall upon Dissolution of Partnership execute all such Deeds or documents and shall do all such things as would be necessary for a speedy winding up of the affairs of the partnership and for mutual indemnity and release.
- 19. Any controversy or claim relating to this partnership agreement or any breach in respect thereof shall be subject to Arbitration under the Indian Arbitration Act; then in force. The decision arrived at by the Arbitrator shall be binding on both the Partners.
- 20. That all or any of the terms and conditions of this Deed may be MODIFIED, ALTERED OR VARIED AND ANY NEW TERMS AND CONDITIONS MAY BE ADDED TO with the consent of the party of the First Part, to be expressed either in writing or implied from conduct.

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

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

Witness



01) Signature Bablu Mandal
 Name BABLU MANDAL
 Address 34 SREE NAGAR MAIN ROAD KO-9A

Calash Bevan Biswas
 FIRST PARTY

02) Signature
 Name Badal NASKAR
 Address Garia, Mahamayatala Kel-84

Swapanm. Das.
 SECOND PARTY

Mangal Kumar Mondal
 THIRD PARTY

Signature Attested on identification
 S.C. GHOSH, Notary
 Allpara Police Court, Tel-27
 Regd. No. 425/97, Court of Justice

Siddhartha Samanta Das Ray
 FOURTH PARTY

Prabin Kumar Deb.
 FIFTH PARTY

Identified by me

 Advocate

18 JUL 2016

THE 18 JUL 2016 DAY OF

**Paper writings 'A'
&
the Relative Notarial
Certificate**

18 JUL 2016



Sukumar Ch. Ghosh. Advocate

&

Notary Public

Alipore Police Court, Kolkata - 700 027



18 JUL 2016

: RESIDENCE & CHAMBER :
Village - PUTKHALI, P.O.-DAULATPUR
P.O.- MAHESHTALA, 24 PARGANAS
(SOUTH)
9433237084 (M)

Serial No. 71/2019
As per Register of Notary



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

42AB 299982



RETIREMENT CUM PARTNERSHIP DEED



This Deed of Retirement is made at Kolkata on this 3rd day of December, 2019 amongst:-

1. **Shri Mangal Kumar Mondal S/o Shri Ranjan Mondal**, aged about 46 years resident of K/8, Sreenagar Main Road, P.O- Panchasayar, P.S- Sonarpur, Kolkata-700094, hereinafter called the party of 1st Part / Retiring Partner ;
2. **Shri Palash Baran Biswas S/o Lt Pronay Ranjan Biswas**, aged about 48 years, resident of Dhalua West, P.O- Panchpota, P.S- Sonarpur, Kolkata-700152 , hereinafter called as the party of 2nd Part / Continuing Partner;
3. **Shri Swapan Kumar Das S/o Shri Lt Bharat Chandra Das**, aged about 47 , resident of 1649 Chack Garia, P.S+P.O- Panchasayar, Kolkata-700094 hereinafter called 3rd Part / Continuing Partner;



5 DEC 2019

Notary
DOB

4. **Shri Siddhartha Sankar Das Roy S/o Lt Amar Das Roy**, aged about 42 years resident of R-11 ,Sreenagar Main Road, P.O- Panchasayar, P.S- Sonarpur, Kolkata-700094, hereinafter called the party of 4th Part / Continuing Partner ;
5. **Shri Prabir Kumar Deb S/o Shri Bhupesh Deb**, aged about 41 years resident of R-6 ,Sreenagar Main Road, P.O- Panchasayar, P.S- Sonarpur, Kolkata-700094, hereinafter called the party of 5th Part / Continuing Partner;

Whereas the parties of First Part, Second Part, Third Part, Forth Part and Fifth Part have been conducting business of Building Construction, Development, Repair & Maintenance Work etc in partnership under the name and style of M/s **Nirman Construction** at 34 Sreenagar Main Road,Ganapati Appartment, Ground Floor, Kolkata-700094, under the Deed of Partnership Agreement dated 18.07.2016 w.e.f. 18.07.2016.

Now the parties of First Part have decided to retire from the firm and in their place the continuing partner has decided to running the reconstituted firm as per the terms and conditions in writing on the basis of which they are working in partnership w.e.f. 10.08.2018 by means of clauses witnessed as under:-

1. That the partnership business shall be carried on under the existing name and style of M/s **Nirman Construction** at 34 Sreenagar Main Road, Ganapati Appartment, Ground Floor, Kolkata-700094, and/or under such other name or names and/or at such other place or places as the partners may agreed upon.
2. That the partnership business shall be the same i.e Building Construction, Development, Repair & Maintenance Work, and/or such other business or businesses as the partners may agreed upon.
3. The Retiring Partner hereby assigns and transfers all his share, right, title and interest in the said partnership business together with all the assets including goodwill and all outstanding, benefits of all permits and licenses held by the Firm to be paid by the Continuing Partner to the Retiring Partner(s) on the execution



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of these presents (receipt whereof the Retiring Partner both hereby admit) to hold the same absolutely but subject to all debts and liabilities of the firm.

4. The Retiring Partner releases all his rights and claims to and in the said Firm and its assets of all kinds.
5. The Continuing Partner agree to indemnify and keep indemnified the Retiring Partner against all loss, costs, charges and expenses that the Retiring Partner may suffer or incur on account of any claim being made against him as a Partner of the said firm.
6. The said Partnership between the Continuing Partner will continue hereafter on the same terms and conditions as are contained in the Original Deed of Partnership.
7. That capital required for the purpose of partnership business shall be contributed or arranged by the partners in such manner as may be mutually agreed upon by and amongst the partners from time to time. Simple interest @12% per annum prescribed under section 40 (b) (iv) of I.Tact,1961 or any other applicable provisions as may be in force in the Income Tax assessment of the Partnership firm for the relevant accounting period shall be payable to the partners on the amount standing to the credit of the capital account of partners. Such interest shall be calculated and credited to the account of each partner up to the date of continuance of partnership or at the close of the accounting year. However, in case of loss or lower income, rate of interest can be lower than 12% per annum or NIL as may be agreed upon by and the partners from time to time.
8. (i) That all the parties will be working partners and they will keep themselves actively engaged in conducting the affairs of the business of the firm and each of them shall be entitled to remuneration/salary unless otherwise mutually agreed upon by and amongst the partners hereto. Such remuneration/salary shall be calculated at the close of accounting year or up to date of continuance of partnership and shall be credited to the account of working partners.



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(ii) That total amount of remuneration/salary payable to the aforesaid partners shall be computed in manner as laid down in Explanation 3 of the Section 40 (b)(v) of I.T.Act. 1961.

METHOD OF COMPUTATION

- (a) On the first Rs. 3,00,000/- of the book profit, whichever is more. :100% of book profit upto Rs 1,50,000/- or at the rate of 90% of the book profit,
- (b) On the balance of the Book profit :at the rate of 60%

(iii) That remuneration/salary so arrived at shall be credited to the partners in the ratio of Fixed Capital as per Original Partnership Deed.

(iv) That in case of loss or inadequate profit, no remuneration/salary shall be payable to working partners. The partners shall be entitled to increase or reduce the above remuneration/salary as may be agreed upon by and amongst them from time to time.

(v) If there is any amendment in above given method of computation as laid down in sub-clause(v) of clause (b) of Section 40 of I.T. ACT 1961, the same shall also stand substituted accordingly in the Deed of Partnership with effect from the date of each amendment unless and until otherwise decided by the partners hereto.

9. That all the expenses relating to the payment of interest, remuneration/salary paid or credited to the partners, shall be debited to Profit & Loss account of the firm.

10. That partners may by mutual consent make withdrawals from time to time for their personal means which shall be adjusted against their respective interest on capital, remuneration/salary, share of profit and in event of their withdrawals exceeding above, shall be adjusted against capital.



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11. That the proper and regular books of accounts shall be maintained and kept at the place of business and all the above partners have right to inspect and to take extract of the same.

12. That final accounts shall be prepared up to date of continuance of partnership or at the end of financial year i.e 31st day of March every year. Net profit of the partnership firm as per accounts maintained by the firm after deducting all expenses relating to manufacturing, Trading, export, import activities and/or business of the partnership including rent, salaries and other establishment expenses as well as interest and remuneration/salary payable to the partners in accordance with above clauses of the Deed of Partnership Agreement, shall be distributed amongst the partners in the following proportion:

1. Palash Baran Biswas	25%
2. Swapan Kumar Das	25%
3. Siddhartha Sankar Das Roy	25%
4. Prabir Kumar Deb	25%

That in case of loss, it will be carried forward by the firm. If mutually agreed, it will be apportioned amongst the above partners in above ratio.

13. That the partners shall keep the firm and its partners indemnified against their personal debts and liabilities.

14. That no partner shall mortgage, pledge, transfer sale or create any charges on his share in the partnership business.

15. That old Bank account/accounts of the firm shall be continued and/or new Bank account/accounts shall be opened with any Bank or Banks in the name of the firm and the same shall be operated all the partners.

16. That the duration of the partnership shall be AT WILL.

17. That the partners with their mutual consent and on such terms and conditions they agreed upon, shall take any new partner/partners in the said partnership business.

18. That if any of the partners hereto desirous of retiring from the partnership firm, he shall be competent to do so. Provided that he shall give at least one calendar month's notice to the other partners informing them, of his intention to do so.



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19. That notwithstanding anything contained in the Indian Partnership Act. It is hereby mutually agreed to by and amongst the partners that in case of retirement or Death of any one of the partners, business of the firm shall be continued by the remaining/surviving partners. If agreed heir, successor, survivor of deceased partner, as may be so desire, will be admitted as partner on the same terms and conditions as may be agreed to by and amongst them from time to time. It is hereby further clarified that it shall be deemed as change in constitution not succession.

20. That any of the partners hereto shall be competent on behalf and for firm to act for all and to sign and verify all Papers, Documents, Statements, Sales Tax/Vat Returns, Income tax Returns, Appeals, Revisions, Petitions etc, and to appear for and represent the firm in connection with or relating to the firm's business in all Government and Semi Government Departments, Judicial Courts etc. as deemed necessary, but compromises with third parties will be made ordinarily with the consent of all the parties hereto

21. That all or any of the terms and conditions of this Deed of Partnership Agreement may be modified, altered or varied and any new terms and conditions may be added to by the mutual consent of the parties hereto, to be expressed either in writing or implied from conduct.

22. That the Indian Partnership Act applied to the Partnership.

23. That all the matter of disputes, differences and/or mis-understandings shall be referred to Arbitration subject to the provisions of Arbitration Law in force from time to time.

Whereas all the above parties hereby set their hands after going through all the terms and conditions of this Deed of Partnership Agreement and after understanding the same in their full senses and sound mind without any sort of pressure and obligation.



05 DEC 2019

Party of First Part

Ramh Mondal
Witness

Mangal Kumar Mondal
(SHRI Mangal Kumar Mondal)

Party of Second Part

Palash Biswas
Witness

Palash Baran Biswas
(SHRI Palash Baran Biswas)

Party of Third Part

Swapan Kumar Das
Witness

Swapan Kumar Das
(SHRI Swapan Kumar Das)

Party of Forth Part

Siddhartha Sankar Das Roy
(SHRI Siddhartha Sankar Das Roy)

Party of Fifth Part

Prabir Kumar Deb
(SHRI Prabir Kumar Deb)

Place- Kolkata

Dated: 03/12/2019



Abdul Hamid Molla
ABDUL HAMID MOLLA
NOTARY
Advocate, High Court, Calcutta
Regd. No. 9388/2011
Government of India
High Court, Calcutta
Gate No 'E'
Ph. - 9831104066

Identify the person who sign in the presence
Charanjit
Advocate
Enroll No. 82105

05 DEC 2019