

REGD. NO.

12/16/2019/19



NOTARIAL CERTIFICATE

To ALL MEN THESE PRESENT SHALL COME I RANI MONJURI ROY, Advocate & Notary Practising as a NOTARY in the Allpore Judges Court within the District of SOUTH 24 PARGANAS of the State of West Bengal within Union of India, do hereby declare that the paper writing collectively marked 'A' annexed hereto hereinafter called the Paper Writing 'A' are presented before by the executant (S)

at "P.R. Construction Co." ; 76 Mahanaga Mandir Road, Mahanaga, P. S. Garia, S. S. Sonarpur West - 700049
Kolkata, WB

hereinafter referred to as the executant (S)
on this the 30th day of January
Two Thousand Nineteen
Power of Attorney / Partnership / Will /
Agreement / Declaration / Others

The 'executant' (S) having admitted the execution of the Paper Writing '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 writing 'A' and testify that the said execution is in respective hands (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 WHERE OF

I RANI MONJURI ROY the said Notary have hereunto set
and subscribed my hand affixed my Notarial Seal of
Office at Allpore Judges Court Compound, Kolkata - 27 30th
day of January 2019

NOTARIAL

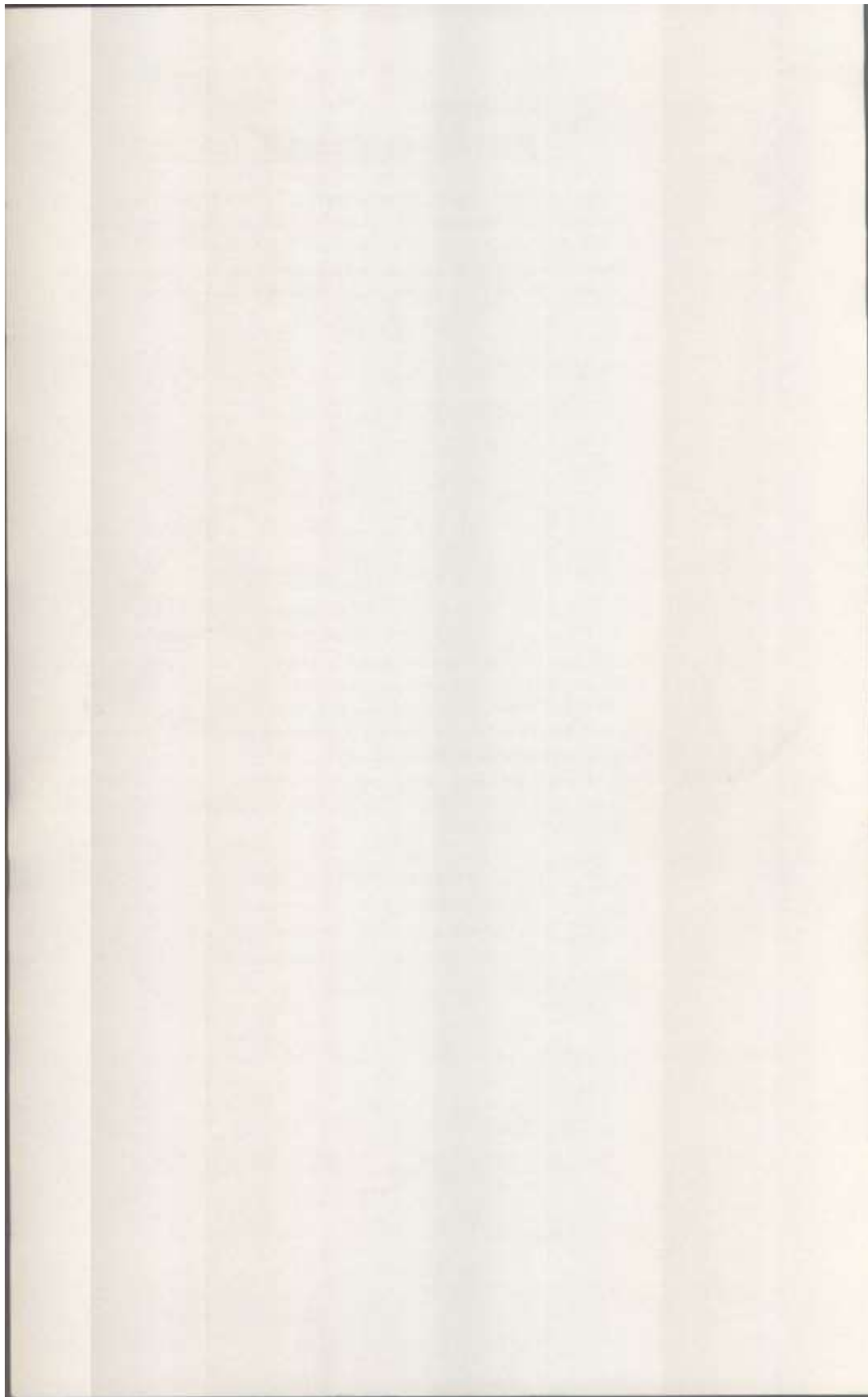


30 JAN 2019

NOTARIAL STAMP

Rani Monjuri Roy
Rani Monjuri Roy

MA Double, B. Ed. (Cal), LLB (Cal), Hindi Kovid.
Notary
Govt. of West Bengal
Regd. No. 10/94
Allpore Judges Court
Room No. 12 & 17
District South 24 Parganas



REGD NO. N/66/307/19



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AB 520138

Before the Notary of
Alipore Judgus Court,
Calcutta-27



DEED OF PARTNERSHIP



THIS DEED OF PARTNERSHIP made this the 30th day of January, 2019 (TWO THOUSAND NINETEEN)

BETWEEN

MRS. PAROMITA CHAKRABORTY, (PAN AJHPC2883K), wife of Mr. Parveen Agarwal, by religion-Hindu, by occupation-Business, by nationality-Indian, residing at J/104, Baghajatin Station Road, Post Office-Jadavpur University, Police Station-Jadavpur, Kolkata 700032, West Bengal, hereinafter called the **FIRST PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives and/or nominees and/or assigns) of the **FIRST PART**.

AND

PR CONSTRUCTIONS
Paromita Chakraborty
Partner
30 JAN 2019

PR CONSTRUCTIONS
Rishmi Bhawanick
Partner

876 29/01/19

100/-

Mrs Paromita Chakraborty
J/109 Baghajatin St. Rd. K-1-22

ভাঙ্গা হালদা ১০০/-
মোলাচপুর, বাঁকি নদ প্রতিকূল ফিল্ড

০১৭৮ ০৫০১০



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

Y 038665



MRS. RESHMI BHOWMICK (PAN BIJPB4081N), wife of Mr. Bilash Agarwal, by religion-Hindu, by occupation-Business, by nationality-Indian, residing at 3/141A, Vidyasagar Upanibesh, Post Office Naktala, Police Station-Bansdroni, Kolkata-700047, hereinafter called the **SECOND PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives and/or nominees and/or assigns) of the **OTHER PART.**

PR CONSTRUCTIONS

Parvita Chelachoty
Partner

PR CONSTRUCTIONS

Reshmi Bhowmick
Partner

30 JAN 2019

877 29/01/19

30

Restoni Bhoonick Upanibask
3/14/1 Vidya sagar

PO. Nakkala. KI-47

1993 28/3/88



(THE FIRST PARTY AND THE SECOND PARTY SHALL BE INDIVIDUALLY REFERRED TO AS A PARTNER AND JOINTLY AS PARTNERS)

WHEREAS the abovementioned **PARTIES** have mutually agreed upon to carry on a business under partnership duly constituted between themselves in the name and style of "**P R CONSTRUCTIONS**", having its Principal Office at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Sonarpur, Kolkata - 700084, District -24 Parganas, (South), West Bengal, on the terms and conditions which are agreed upon and reduced into writing and embodied in the instant Partnership Deed commenced on and from this the 20th day of January 2019.

NOW THIS INDENTURE WITNESSETH and the Parties hereto do and each of them doth hereby agree and declare as follows:-

1. The provisions contained in the Indian Partnership Act 1932 as amended up to date and for the time being in force, shall apply to this Partnership as long as the same are not inconsistent with or repugnant to any of the articles mentioned.
2. **NAME:** The parties hereto agree to carry on the business hereinafter mentioned as the Partnership business in the name and style "**P R CONSTRUCTIONS**", (hereinafter called the "Firm") or such other name or names that the partners may mutually agree upon and decide from time to time.
3. **COMMENCEMENT:** The Partnership shall commence on and from the 20th day of January, TWO THOUSAND NINETEEN, and the Partnership shall be "at will".
4. **PLACE:** The office of the partnership firm and the principal place of business of the Partnership shall situate at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Sonarpur, Kolkata - 700084, District - South-24 Parganas, West Bengal, and/or such other place(s) as the partners may decide hereafter from time to time.
5. **BUSINESS:** The parties hereto shall carry on the following business on partnership basis:-
 - a) To purchase and sale of land or land with building, development of land, supervise and dealing with land or land with building in every manner required for the purpose,
 - b) To enter into joint venture agreement of land belonging to other owners, on terms and conditions that the partners herein may decide amicably for the purpose of construction of housing project thereon, and on other terms and conditions that the partners herein may deem fit and proper,

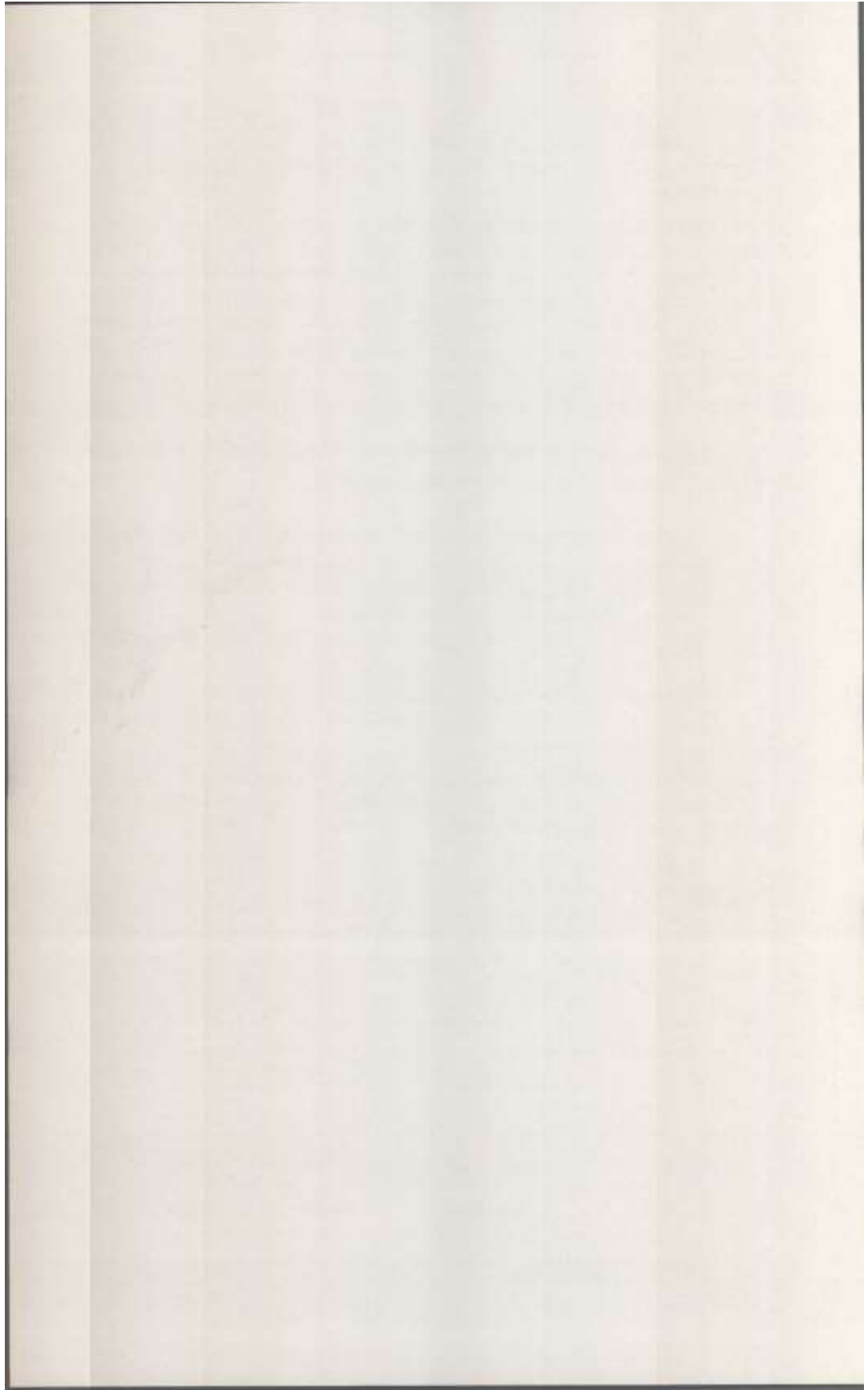
PR CONSTRUCTIONS

Ranvili Chakrabarty
Partner

30 JAN 2019

PR CONSTRUCTIONS

Rekha Bhosnick
Partner



- c) To construct and/or cause to construct the proposed building on the land/building under such agreement or cause to be done all the works thereof, comply strictly with the provisions of the B. L. & L. R. O. and/or with the provisions of the Municipality, get the proper survey of the land made, appoint architect to draw up the draft building plan/s and other purposes, get the building plan duly sanctioned from the relevant competent authorities, engage constructor, engage and/or appoint required personnel for the purpose of carrying on and complete the construction of the housing project, get the completion certificate thereof from the competent authorities, and do any other work related therewith.
- d) And such other and/or additional business as the partners may, from time to time, mutually decide.

6. **CAPITAL:** The parties hereto agree that the capital of the "Firm" shall initially/presently be a sum of Rs. 2,00,000/- (Rupees Two Lakhs only). This value/amount shall be treated as capital introduction (partnership capital) by the parties hereto, and shall be contributed by the parties herein equally as their respective partnership capital i.e., the First Party and the Second Party shall contribute a sum of Rs. 1,00,000/- (Rupees One Lakh only) each, Provided that the partners may by mutual consent increase the capital by making further contributions respectively to the same.

7. **INTEREST:** The firm shall pay interest @ 12% (per cent) per annum to the partners on the amount of their individual capital account standing at the end of each financial year, and the profits and losses of the business of the firm shall be provided after accounting for the interest thereof so payable, as a business expenditure of the firm.

8. **SHARES IN PROFITS AND LOSSES:** The net profits and/or losses of the "Firm" as arrived at after adjustment of salary, bonus, commission and interest payable to the partners, shall be determined as hereinafter mentioned, and shall be shared by the Partners hereto in the following proportions:

Party of the First Part (Mrs. Paromita Chakraborty)	:	50%
Party of the Second Part (Mrs. Reshmi Bhowmick)	:	50%

The partners shall be entitled to increase or reduce the above profit sharing ratio and may agree to pay remuneration in lieu thereof to a partner or partners.

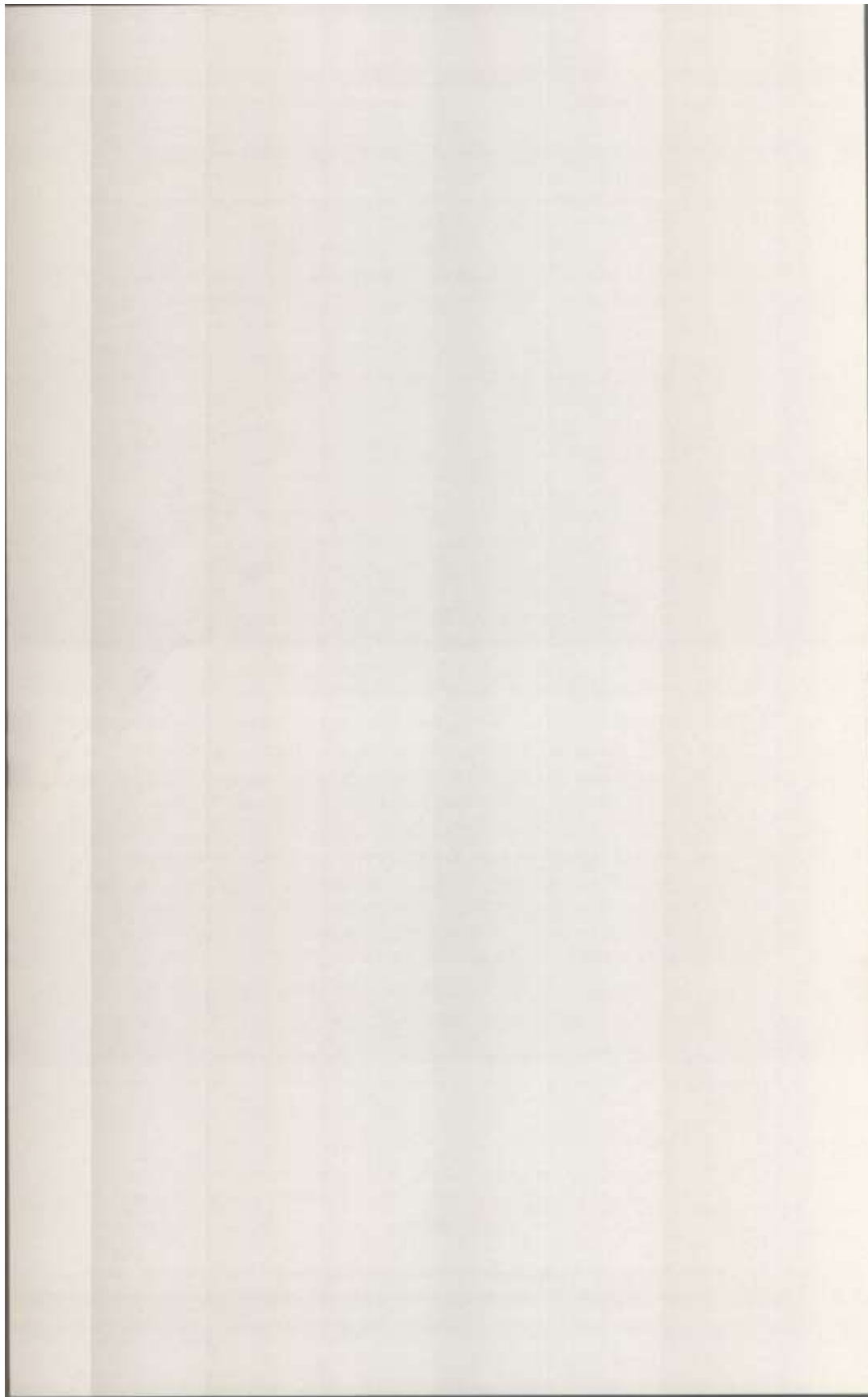
9. **ACCOUNTS:**

(1) Proper Books of Accounts in English shall be kept by the Partners and entries made therein of all such matters, transactions and things as are usually written and entered in the Books of Accounts kept by persons engaged in concerns of a similar nature and all such books, together with all securities, letters and other things relating or concerning the said partnership/ "Firm" shall be

PR CONSTRUCTIONS
Paromita Chakraborty
Partner

30 JAN 2019

PR CONSTRUCTIONS
Reshmi Bhowmick
Partner



kept at the place where the partnership business shall for the time being be carried on and each of the partners shall have free access to inspect, examine and copy the same, whenever he shall think fit. All other records relating to the "Firm" shall also be kept at the principal place of business from time to time and each of the partners shall have free access to inspect, examine and copy the same, whenever she shall think fit. The accounting year of the "Firm" shall be from the 1st day of April of a year to the 31st day of March of the next year.

(2) Profit & Loss Account and Balance Sheet of the "Firm" shall be prepared at the end of each financial year and the profit or loss, as the case may be of the business shall be divided between the Partners in the manner and share as mentioned hereinabove.

(3) The said Profit & Loss Account and Balance Sheet of the "Firm" and/or other requisite statement of accounts will be signed by the Working Partners. Further, if necessary or required by law, or considered desirable by the Partner(s), the accounts shall get audited by Statutory Auditors.

10. **WITHDRAWAL BY PARTNERS:** The partners shall not draw any amount from the capital contributed by them as aforesaid but they shall be free to draw from their shares of profit, if any, which shall be credited to their personal accounts on taking of annual accounts of business of the firm.

11. The Partners shall be entitled to a salary in accordance with Section 40 (b) of the Income Tax Act, 1961 as amended from time to time. The parties hereof shall also be entitled to bonus and commission at a rate as will be mutually determined and fixed by the partners hereof at the close of the year. Besides, the parties hereof will be entitled also to draw interest on capital at a percentage not exceeding 12% per annum. That in no case the aggregate salary, bonus and commission per year shall exceed the limit as fixed by the Income Tax Act, 1961 as amended from time to time. That the quantum of salary can be increased or reduced to a sum as will mutually be decided by the parties hereof. Any drawings by the parties hereof as salary, bonus or commission in excess of the permissible limit as fixed by the Income Tax Act, 1961, from time to time, such amount/s shall be refunded to and/adjusted in the accounts at the close of the year and will be debited to their respective capital account/s as will be mutually be agreed by the partners, the parties hereof.

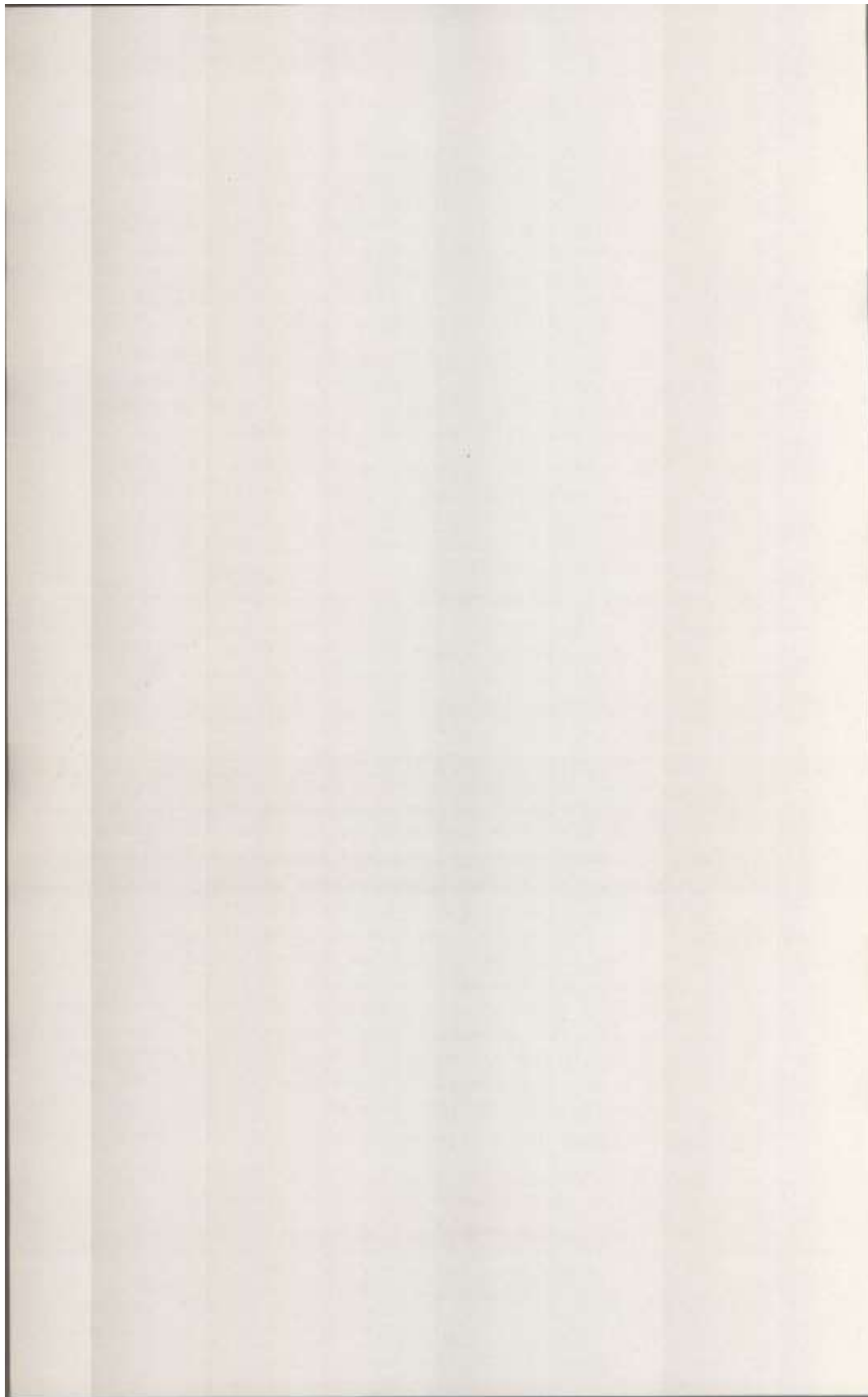
12. **THE POWER OF THE PARTNERS:**

- (A) To execute any document on behalf of the "Firm" in respect of any transaction agreed upon by the Partners hereto.
- (B) To represent the "Firm" while dealing with outsiders.
- (C) To represent the "Firm" in any court matter and for that purpose to sign and declare pleadings, swear in affidavits

PR CONSTRUCTIONS
Pamela Chohan
Partner

30 JAN 2019

PR CONSTRUCTIONS
Reshmi Bhowmick
Partner



and other papers, to appoint advocates, pay their fees and disburse all the incidentals thereof and to do all other things required to be done by the "Firm" in that behalf.

- (D) To purchase and sell articles and things in which the "Firm" would be dealing for its business.
- (E) To appoint all the working staff such as Managers, officers, clerks, peons, accountants, salesmen, workers and others, on such salaries and/or wages and other emoluments, as deemed fit.
- (F) To appoint Statutory Auditors, Internal Auditors, Consultants, Valuers, Contractors, Solicitors/Legal Advisors, and/or other outside/independent agency, on such remuneration and other benefits, as deemed fit; AND
- (G) To do all acts and things required for the business of the "Firm".
13. All policy and other major decisions, except those relating to day to day business of the "Firm", will be taken by the partners herein.

14. **OPENING AND OPERATION OF BANK ACCOUNT:** The partners shall open in the name of the Firm one or more accounts either current, savings or overdraft or cash credit or fixed/term deposit or any other bank account with one or more banks as may be agreed upon by the Partners and the account or accounts shall be operated by any one of the Partners herein.



15. **DUTIES OF PARTNERS:**

Each of the Partners herein, subject to what is herein otherwise provided, shall:

- 1) Diligently and actively attend to the business of the "Firm" and devote her time thereto and shall promote the same to the best of her ability. For this purpose, they may be entitled to remuneration by way of salary, commission, allowance, perquisites and reimbursement of expenses incurred, as may be mutually agreed between and by the Partners hereto from time to time.
- 2) Participate and attend to the business of the firm to the greatest common advantage of the "Firm".
- 3) Be just and faithful to each other.
- 4) Render true accounts and full information of all moneys affecting the "Firm" to the other.
- 5) Indemnify the "Firm" for any loss caused to it by wilful negligence or fraud in the conduct of its business.
- 6) Not withdraw any amount for her own benefit or use as remuneration or otherwise, without the consent of the other, except to the extent herein provided.

30 JAN 2019

PR CONSTRUCTIONS

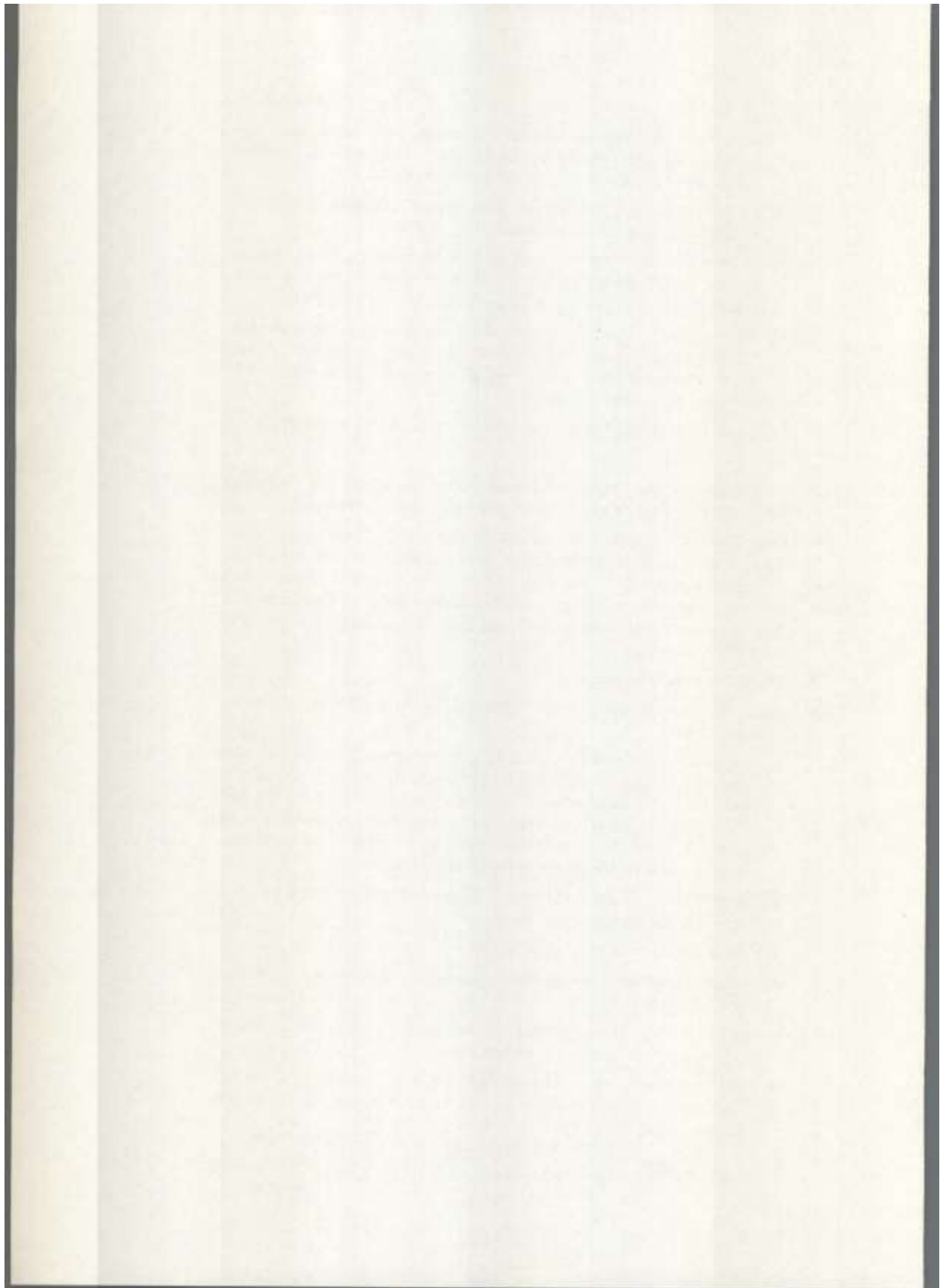
Sarvita Chakrabarty

Partner

PR CONSTRUCTIONS

Rishu Bhramick

Partner



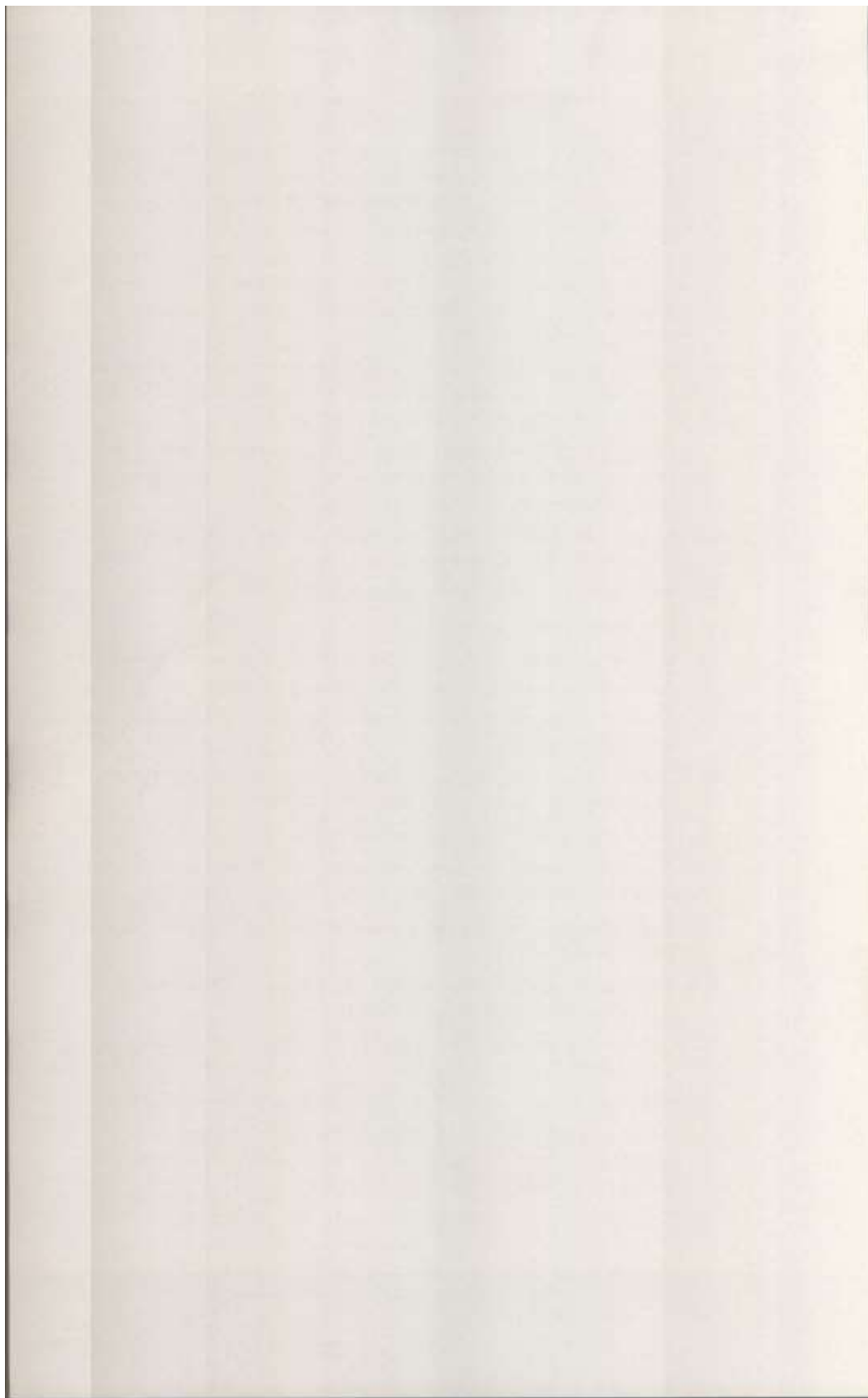
- 7) Be entitled to be indemnified by the "Firm" in respect of payment made and liabilities incurred by her in the usual and proper course of business of the "Firm" AND in doing any act for protecting the "Firm" from loss in emergency.
 - 8) Punctually pay her separate debts and shall keep the other Partner and the properties of the "Firm" completely indemnified from and against private debts and engagements and all actions and expenses on account thereof.
 - 9) Shall pay all moneys, cheques, negotiable instruments received by her on behalf of the "Firm" in the bank accounts of the "Firm" or handover the same to its authorised representative.
- B) Subject to what is herein otherwise provided, any Partner hereto shall not, without the consent of the other or without a Power of Attorney of the other Partner in writing :**
- 1) Submit any dispute with any other person to arbitration or compromise or relinquish the claim.
 - 2) Withdraw any suit or legal proceedings filed by the "Firm".
 - 3) Admit any liability of the "Firm".
 - 4) Acquire or dispose of any movable or immovable property, except the stock-in-trade in the ordinary course of business.
 - 5) Enter into any partnership or other business unilaterally with any other person.
 - 6) Assign, sell, mortgage or otherwise transfer in any manner whatsoever, her share or interest of the "Firm".
 - 7) Admit any other person as a partner in the "Firm".
 - 8) Borrow any money for or in the name of the "Firm" or create any security or charge on the assets of the "Firm".
 - 9) Enter into any contract except contracts in the regular course of business of the "Firm".
 - 10) Stand as guarantor or surety for any person in the name of the firm or for and on behalf of the "Firm".
 - 11) Draw, accept or endorse any bill of exchange or promissory note on account of the business.
 - 12) Remit the whole or any part of any debt or sum due to the "Firm".
 - 13) Enter into any bond or become bail or surety for any person or knowingly cause or suffer to be done anything whereby the partnership property may be endangered.
 - 14) Lend any money or deliver on credit any of the goods of the "Firm" to any person or persons, firm or firms, company or companies, whom the other partner shall have previously, in writing, forbidden her to trust or deal with.



PR CONSTRUCTIONS
Pavithra Chaluvanty
 Partner

PR CONSTRUCTIONS
Rekha Bhoosik
 Partner

30 JAN 2019



15) Undertake any journey or voyage on account of the business of the firm, without the consent of the other.

16. **RETIREMENT OF PARTNER:** If any of the Partner desires to resign/retire from the "Firm", she shall have to give/provide to the other at least 45 days notice, in writing, of her intention to do so. Upon completion/expiry of the notice period, such party shall cease to be a Partner in the "Firm". The said retiring partner shall not be entitled to the accounts from the other partner, but will only be entitled to the amount (if any) standing to her credit in the partnership capital account on the date of retirement (as per the books of accounts of the firm) or in case there is any amount standing to her debt in the books of accounts of the firm on such date, she shall forthwith pay the same.

17. **DEATH OF PARTNER:** The death of any of the Partners shall not dissolve the partnership and the same may be continued by the surviving Partner, who may, at her option, admit any one or more of the heirs of the deceased Partner to be a Partner in the said business. The heirs, executors, administrators and representatives of the deceased Partner shall not be entitled to the accounts from the other partner till the date of her death, but will only be entitled to the amount (if any) standing to the credit of the deceased Partner in the partnership capital account (as per the books of accounts of the firm) on the date of her death, and such amount shall be payable within three months from the close of the accounting year in which death takes place. However, in the meantime, the surviving Partner may make such part payments as decided by the surviving Partner. In case there is any amount standing to the debt of the deceased Partner in the books of accounts of the "Firm", the heirs, executors, administrators and representatives of the deceased Partner shall be liable to pay the same, within three months from the close of the accounting year in which death takes place.



18. **REMOVAL OF PARTNER:**

- (a) No Partner can be expelled by the other Partner except where she has been found guilty of carrying on any activity / business of firm's for fraudulent purposes.
- (b) A Partner may be expelled by giving a notice of thirty (30) days from the date of decision taken by the other Partner, after giving an opportunity to such partner, to be heard.

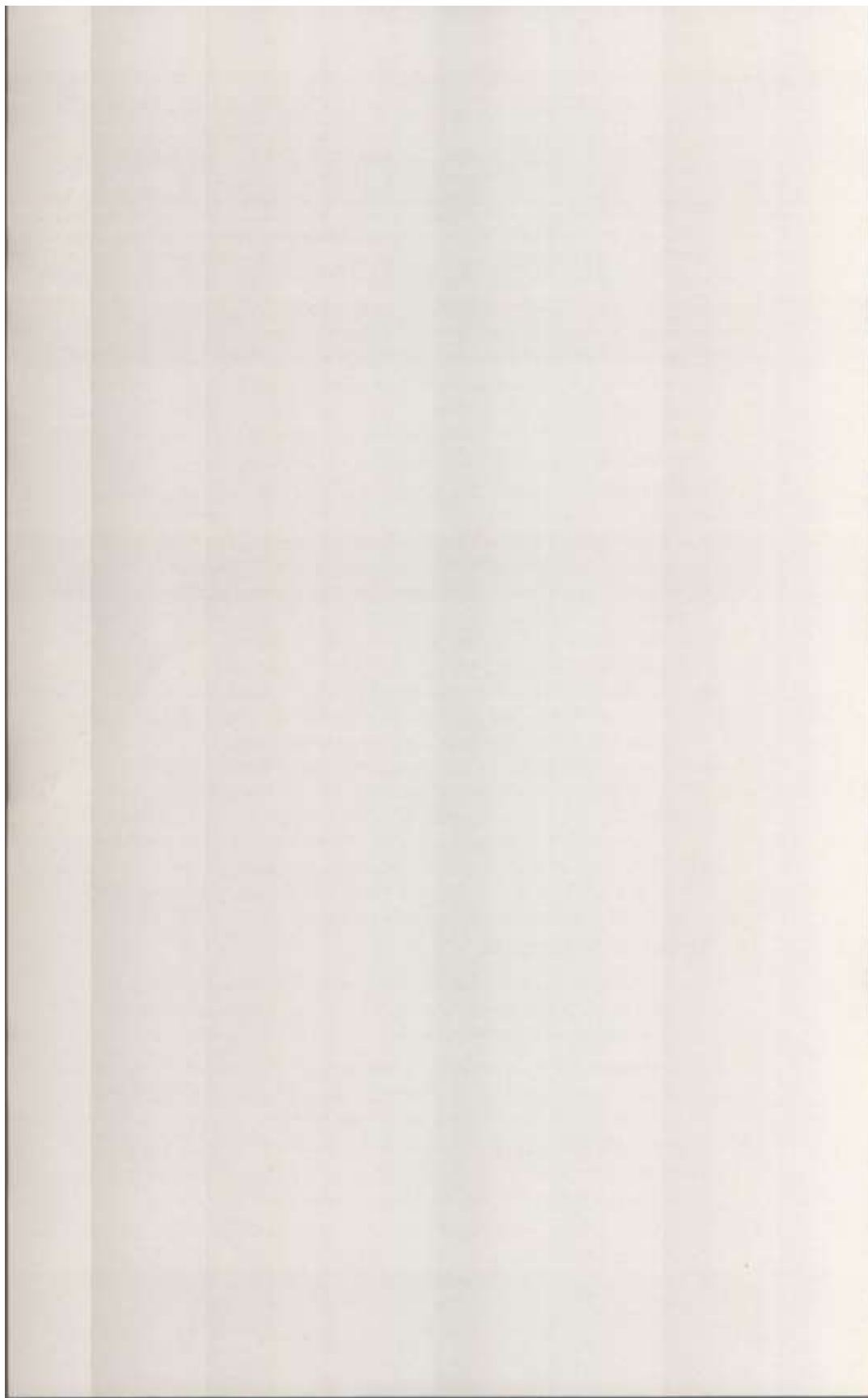
19. **ADMISSION OF NEW PARTNER:** The partners herein amicably may admit any person or Body Corporate as a new Partner, on terms and conditions as may be decided by the partners hereto.

20. **HANDING OVER OF DOCUMENTS ON RETIREMENT OR DEATH OF PARTNER:** In the event of retirement or death of a partner all debts, documents, drafts of deeds or documents and all such papers

PR CONSTRUCTIONS
Poojita Chatterjee
Partner

30 JAN 2019

PR CONSTRUCTIONS
Reshmi Bhowmik
Partner



belonging to the firm or to the clients or customers thereof which may have been in the custody of the partner on account of the firm, shall be made over to the hands of the continuing partner.

21. **NOTICE:** All notices required to be given either to partner/s or by a partner to the "Firm" hereunder shall be deemed to be duly served if addressed to such firm or the partner/s at the address of the "Firm" (principal place of business from time to time) and sent by registered post.
22. If any Partner retires from the partnership, he will not be entitled to carry on the same or similar business as that of the "Firm", within an area of twenty-five kilometre radius from the office/offices of the "Firm" and shall not, in any event, carry on any business in the same name as that of the "Firm", so long as it is in existence.
23. If any dispute or difference arises between the parties hereto or their legal heirs and representatives or between the "Firm" and a Partner, with regard to the construction, meaning and effect of this Deed or any part thereof, or respecting the accounts, profits or losses of the business, or any matter/aspect touching the business of the "Firm" or interpretation of any provision hereof or otherwise, howsoever relating to the "Firm" and its business, the Partners will settle the same amicably but failing which the same shall be referred to an arbitrator whose decision shall be stand final and accepted by the partners herein.
24. All other aspects not specifically mentioned in the Partnership hereto, shall be governed by the respective provisions of the Indian Partnership Act, 1932.
25. The terms and conditions hereinabove may be varied, changed, modified, altered, deleted, and/or added by mutual consent of the Partners, which may be expressed in writing or implied from conduct of the Partners.



26. **WINDING UP:** Firm can wind up with the consent of all the Partners subject to the provisions of Indian Partnership Act, 1932.

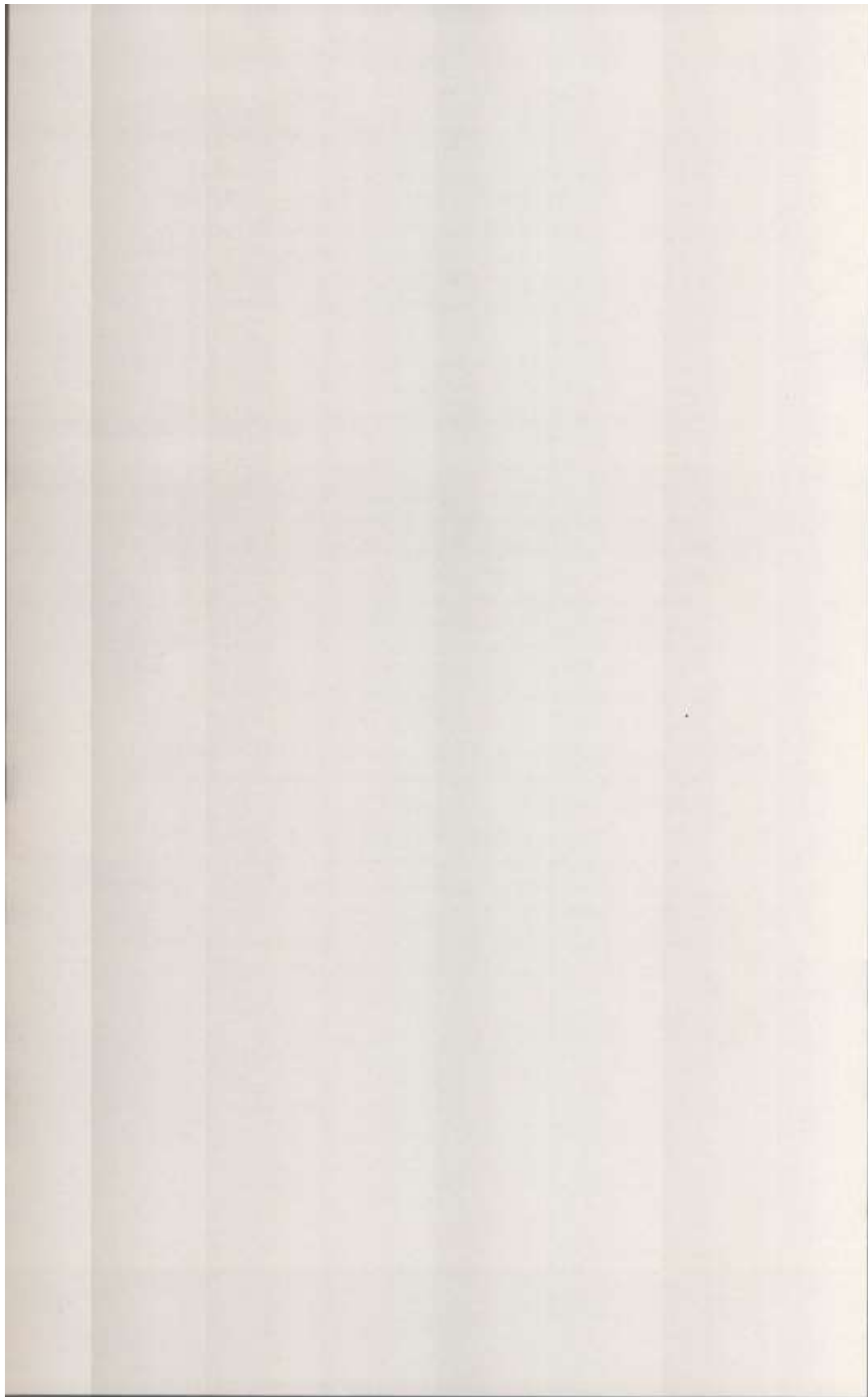
PR CONSTRUCTIONS

Parvati Chakrabarty
Partner

PR CONSTRUCTIONS

Rehmi Bhawanick
Partner

30 JAN 2019



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

SIGNED EALD & DELIVERED

At Kolkata in the presence of

WITNESSES :

1. *Zabangjan Sarkar*
1153, N.S.C Bose Road
Kamalgani, Kol- 700103

2. *Angana Pal*
1159, N.S.C. Bose Road
Narendrapur, Kol-102.

PR CONSTRUCTIONS
Poojita Chakrabarti
Partner

Signature of First Party
Rishu Bhownik
Partner

Signature of Second Party

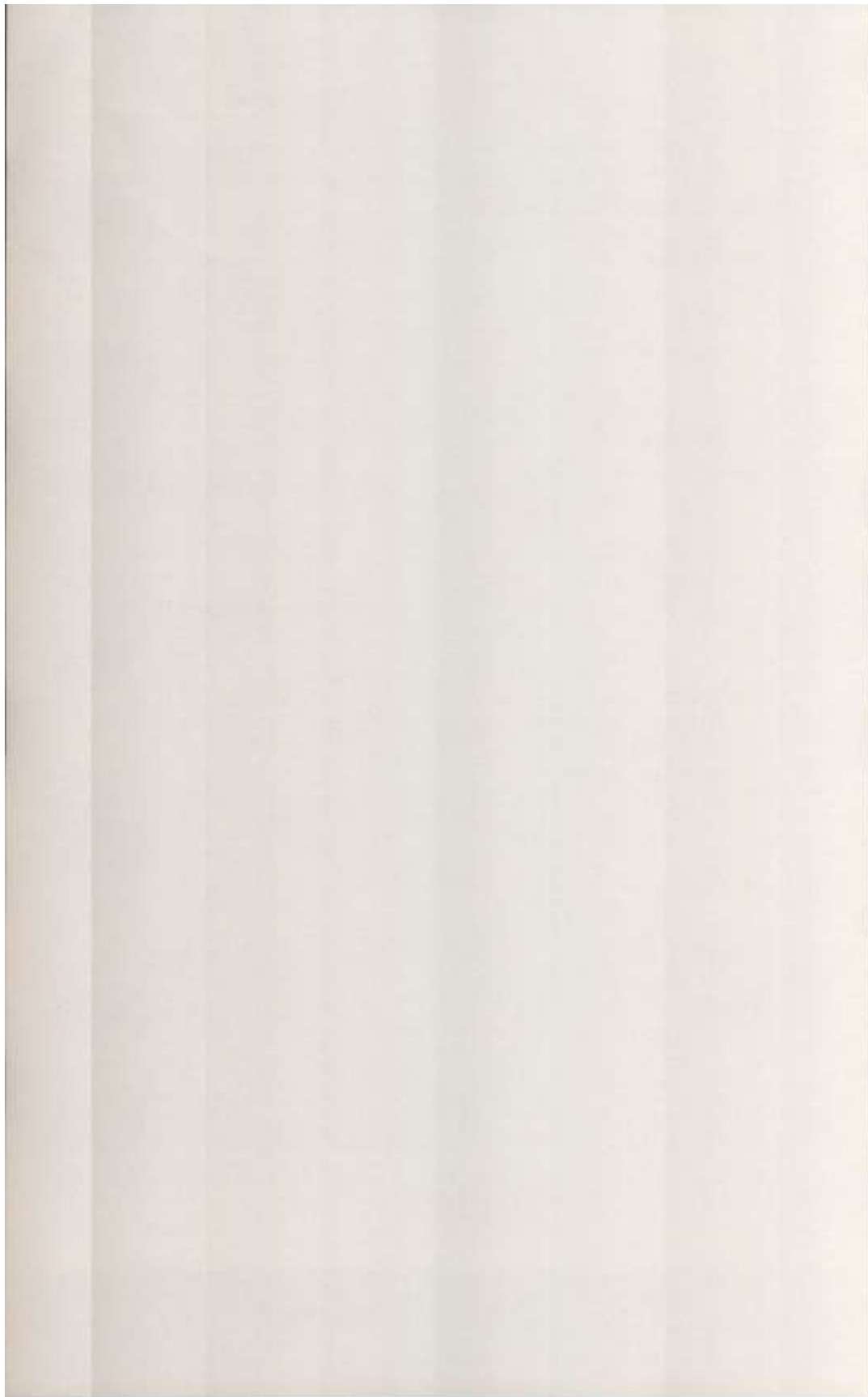
Drafted by
Identified by me
Ankita Ghosal
Advocate *Advocate*
F/1172/2013

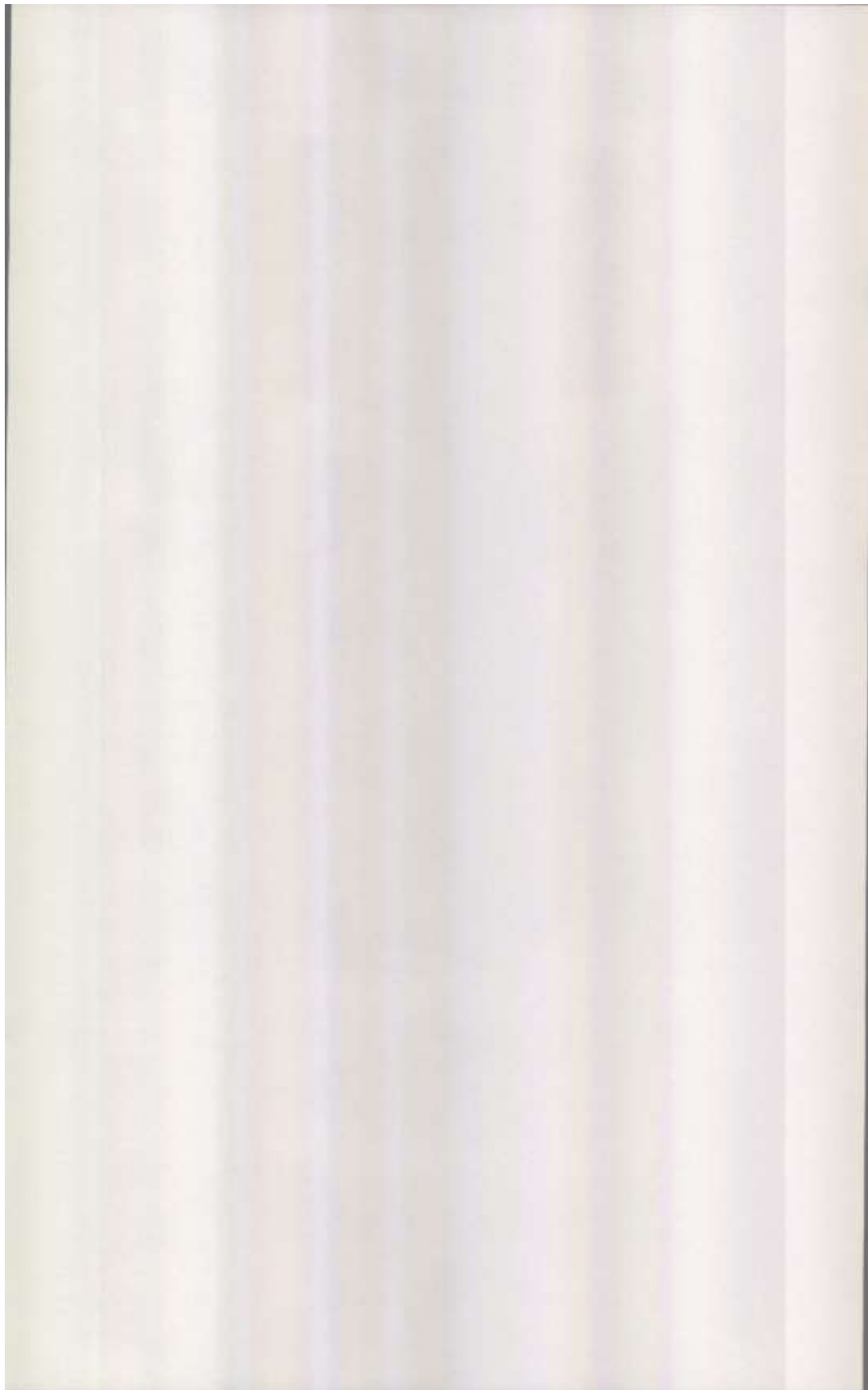
Signature (s) Executant (s)
attested on identification
at Allpore Judges Court.
Cal-700023, under Notaries
Act. 1952 *Pr. No. 117*

F.M. ROY
Notary, Govt of West Bengal.
Regd. No.-10/94



30 JAN 2019







30 JAN 2019
THE DAY OF 201
30 JAN 2019

**PAPER WRITING 'A'
&
THE RELATIVE NOTARIAL
CERTIFICATE**

Rani Monjuri Roy Advocate

&

NOTARY PUBLIC

GOVT. OF WEST BENGAL

REGD. NO, 10/94



ADDRESS

OFFICE :

New Room No. 12 (Pukurdhar)
Alipore Judges Court
Kolkata 700 027

Residence :

RATNODEEP

8/3, Sashi Bhusan Mukherjee Rd.
Kolkata-700 034
Phone : 2396 4902
Mobile : 8777253789

CHAMBER

New Room No. 17
(Pukurdhar)

Alipore Judges Court
Kolkata 700 027



BARUN HALDER

Advocate's Clerk

30 JAN 2019