

NOTARIAL CERTIFICATE

Sadar Sub-Division, Krishnagar, Dist.-Nadia, W.B. INDIA

D. Das. Advocate
Notary Public, Govt. of W.B.

Professional Address
CRIMINAL COURT
P.O.- Krishnagar, Dist.: Nadia
West Bengal, India.

Sl. No. 02

Date : 11/11/2018

NOTARIAL CERTIFICATE

(Pursuant Sec. 8 of Notaries Act. 1952)



To all men These Presents Shall Come I Dulal Das, duly appointed by the Govt. of W.B. to practice as a Notary Public in the jurisdiction of Krishnagar Sadar Sub-Divn. of District Nadia, State of West Bengal within the Union of India do hereby declare that the paper writings collectively Marked 'A' annexed hereto presented before me by the Executant (S)

Sri Debdas Saha Sp/ Lt. Satish Chandra Saha

and

1st part

Sri Pralay Kumar Saha Sp/ Lt. Satish Chandra Saha

and

2nd part

Sri Anishk Saha Sp/ Debdas Saha

3rd part

Address

and

Other particulars are mentioned in the attached

This day executant (S) ^{read by partner's} having admitted the execution of the paper writing 'A' in respective hand in the presence of the witnesses and I have attested / Verified / Certified / Authenticated the paper writings 'A'.

PRIMA FACIE the annexed instrument 'A' appears to be in the usual procedure to serve and avail as needs on occasions shall or may require for the same.

In Faith and testimony where of being required of a Notary I, the said Notary do hereby subscribe my hand and affix my seal of office at Criminal Court, Krishnagar Dist. Nadia W.B.



11/2018

Signature 11/11/2018

Dulal Das, Notary Public
Govt. of W.B.
Contact No.: 9932971971

Dulal Das, NOTARY
Criminal Court
Krishnagar, Nadia



पश्चिम बंगाल WEST BENGAL

Paper Writing



THIS DEED OF PARTNERSHIP



458893

Made this the 11th day of December (Two Thousand Seventeen)

BETWEEN

SRI DEBDAS SAHA, AADHAAR NO-234453885502, PAN NO- ARSPS 6978G, Voter ID No. WB/20/139/252339 son of late Satish Chandra Saha, by faith - Hindu, by occupation Business, presently residing at Kamini Kutir, 48 (old) 27 (New), Baguiati Road, under Police Station DumDum, District - North 24 Parganas, Pin - 700 028, West Bengal, hereinafter referred to as the PARTNER OF THE FIRST PART (which terms and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrator, legal representatives and assigns) of the FIRST PART.

AND

SRI PRALAY KUMAR SAHA, AADHAAR NO-929716989749, PAN NO- AKOPS 6454J, son of late Satish Chandra Saha, By faith - Hindu, by occupation Business, presently residing at Kamini Kutir, 48 (old) 27 (New), Baguiati Road, under Police Station DumDum, District - North 24 Parganas, Pin - 700 028, West Bengal, hereinafter referred to as the PARTNER OF THE SECOND PART (which terms and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrator, legal representatives and assigns) of the SECOND PART;

Contd.....P/2.....

SRI DEBDAS SAHA

2017

Total 100%

8. That the simple interest at the rate of 15% per annum shall be paid to the Partners on the additional capital, if any respective of any profit and/or loss till the said additional capital being repaid.

Contd.....P/4.....

SHREE DURGA CONSTRUCTION
SHREE DURGA CONSTRUCTION
SHREE DURGA CONSTRUCTION
Partner
Partner
Partner

22/12/19
Date: 22/12/19
Name: [Handwritten Name]
Address: [Handwritten Address]

Signature: [Handwritten Signature]
Date: 22/12/19

100 x 2 = 200.00



पश्चिम बंगाल WEST BENGAL

:: 2 ::

Y 458892



AND

SRI AVISHEK SAHA, AADHAAR NO-254905957409, PAN NO- AZSPS 7282B, Voter ID No. DKN4632188 son of Debdas Saha, By faith - Hindu, by occupation Business, presently residing at Kamini Kutir, 48 (old) 27 (New), Baguiati Road, under Police Station DumDum, District - North 24 Parganas, Pin - 700 028, West Bengal, hereinafter referred to as the PARTNER OF THE THIRD PART (which terms and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrator, legal representatives and assigns) of the THIRD PART;

WHEREAS the parties herein are desirous to carry on the Business of any sort of civil construction work as contractor, Development of the landed property, consultation relating to promotion of real estate and to act as builder and/or contractor and General Order supplier and to do the business as the Builder and/or contractor, of construction work, Development of the landed property, consultation relating to real estate and/or general order suppliers are doing as usually and ordinarily meant in the ordinary course of Business and that the Parties herein have agreed between themselves to run the said business under the name and style of SHREE DURGA CONSTRUCTION with effect from the day of execution of these DEED OF PARTNERSHIP under certain terms and conditions settled between themselves as written hereunder;

Contd.....P/3.....

SHREE DURGA CONSTRUCTION
Abhishek Saha
Partner

SHREE DURGA CONSTRUCTION
Debdas Saha
Partner

SHREE DURGA CONSTRUCTION
Avishek Saha
Partner

[Signature]

SKI AVISHEK SAHA

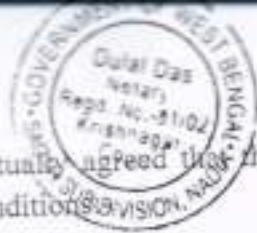
50%

Total 100%

8. That the simple interest at the rate of 15% per annum shall be paid to the Partners on the additional capital, if any respective of any profit and/or loss till the said additional capital being repaid.

[Signature]

Contd.....P/4.....



INDENTURE WITNESSETH and it is hereby mutually agreed that the said shall become the partners upon the following terms and conditions

That the name of the Firm of the Partnership Business shall be remained known and identified as SHREE DURGA CONSTRUCTION (hereinafter referred to as the FIRM).

That the Registered office of the Partnership Business shall be situated at present at 24 L.M. Ghosh Street, Post Office Krishnagar, District - Nadia, Pin - 741101, and City Office at Asha Kutir, at 27-A (Old) 65 (new), Baguiati Road, under Police Station DumDum, District - North 24 Parganas, Pin - 700 028, Partners shall be at liberty to shift the Registered office as well as City Office of the Partnership Business at any other place of their choice.

That the object of the Partnership Business shall running of Business of Builder and/or contractor, any sort of civil construction work as contractor, construction work, Development of the landed property, consultation relating to promotion of real estate and/or general order supplier as usually and ordinary meant in the ordinary course of business and the Parties, herein are to do any other types of Business as the Partners may be mutually agreed upon.

That the Partnership shall deemed to have commenced on and from the day of signing of this Deed of Partnership i.e 11th day of December 2017 till the lifetime of the partners hereof unless terminated at would by mutual consent and agreement.

That Capital of the Partnership of the commencement shall be the sum of Rs. 3,00,000/- (Rupees three lacs) only shall be provided by and belong to the Partners in the following manner and ratio:

SRI DEBDAS SAHA	Rs. 100,000/-
SRI PRALAY KUMAR SAHA	Rs. 100,000/-
SRI AVISHEK SAHA	Rs. 100,000/-
Total	<u>Rs. 3,00,000/-</u>

That if at any time hereinafter any further capital shall be required for the purpose of Partnership Business the same shall otherwise agreed to be contributed by the Parties herein may mutually agreed upon.

7. That the net Profit and/or Loss of the business be distributed amongst the PARTNERS as the following ration and/or manner:

SRI DEBDAS SAHA	25%
SRI PRALAY KUMAR SAHA	25%
SRI AVISHEK SAHA	50%
Total	<u>100%</u>

That the simple interest at the rate of 15% per annum shall be paid to the Partners on the additional capital, if any respective of any profit and/or loss till the said additional capital being repaid.



Partners shall be at liberty to contribute any higher amount towards their respective capital accounts of the Partnership Business.

(a) SRI DEBDAS SAHA and (b) SRI PRALAY KUMAR SAHA and (c) SRI AVISHEK SAHA collectively participate in the Partnership Business and they will look after the welfare of the Partnership Business and they will be responsible to manage and conduct the Partnership Business, both the parties holding the same administrative power and treated as managing Partners.

SHREE DURGA CONSTRUCTION
Pralay Kumar Saha

1. That the Partners shall devote their sufficient time and shall work hard for the interest of the partnership Business for which Partners are fully liable.

2. Each Partner shall take active part to control and management of the business of the FIRM and they shall be entitled to remuneration as detailed below for participating and conduct the business in addition to their respective shares of profit and loss there from.

3. All the Partners are at present entitled to a salary upto a maximum limit of Rs. 60,000/- per annum each, further they are entitled to increase or decrease the salary according to the growth of the business;

SHREE DURGA CONSTRUCTION
Pralay Kumar Saha

4. That all the Partners shall diligently attend to devote their whole time attention thereto and shall handle papers and documents with utmost care and caution. Further all the Partners will be custodian and keepers of all such papers and documents together with the keys to be used for the proposed registered office as well as sub office.

5. That the Bankers of the Firm shall be any Bank in the locality of the registered office of the firm where the Partners shall open an account and time to time deposit all cash and/or cheques and other securities belonging to the Firm. Further they may open more than one account in any other Nationalized and/Private Bank if require for the purpose of the Development of the Firm at any place.

6. That the signature of any one of the partners shall operate the Bank account and he shall be liable for that on behalf of this Partnership Business.

SHREE DURGA CONSTRUCTION
Avishek Saha

7. That for the better and efficient running of the Partnership Business the partners shall be at liberty to take loan from the Bank or any financial institution and Government or private individual and on such occasion the terms and conditions of the said loan will be settled as the Partners herein may mutually agreed upon.

8. That the proper Books of accounts shall be kept and maintained as usually kept and maintained in the ordinary course of Business and such Books of accounts shall be kept at the Office of the Partnership Business. However, the Partners shall have liberty to examine verify and inspect the said Books of accounts and take the extract there from.

[Handwritten signature]



Partners shall directly or indirectly join, includes, ~~the~~ engaged or interested in the similar type of any other trade or business including that of the Partnership.

SHREE DURGA CONSTRUCTION
Prakash Chandra

21. That for the purpose of account and for all other purpose the accounting year of the Partnership Business shall deemed to have commenced from 1st day of April to 31st day of March in every English calendar year. All financial transaction shall be recorded in the Books of account and shall be closed on the last day on day of the month March and thus the accounts shall be taken for the purpose of preparing Trading, Profit & Loss Account for the year ending on 31st March of each English calendar year and the Balance sheet as at last day of the March of each English calendar year.

2

21. That if any Partner dies during the continuance of the Firm his heirs will be substituted in the place of deceased Partner and he/she/they shall be bound by the terms and conditions stated herein.

SHREE DURGA CONSTRUCTION
Prakash Chandra

22. The said legal heir/heirs shall inherit the share of the deceased Partner. The surviving Partner shall continue the Partnership Business with the legal heirs or heirs of the deceased Partner, if the legal heirs of the deceased Partner does not or do desire to continue the Partnership Business he/she or they shall be entitled to receive the amount standing in the credit of the capital account and/or any other account of the deceased Partner and they shall be entitled to receive the proportionate share of goodwill as may be valued considering the prevailing market rate of all transactions, Assets and liabilities of the Partnership Business shall be shown according to the general procedure of Accountancy.

SHREE DURGA CONSTRUCTION
Anshu Kumar

23. That the any Partner may retire from the Partnership Business on giving to the other Partner at least 90 (ninety) day provisions notice in writing of his intention to do so and at the expiration of such notice. The Partnership shall as regards the Partner giving such Notice, stand dissolve and the Partner retiring from the Firm shall get his share from the said business after calculating the actual position of the business till the date but the Firm shall continue.

24. That out of the net profit of the Partnership Business as determined on settlement of every annual account a sum calculated at the rate of 10% of such Net Profit shall be separated and carried to a separate account to be called THE RESERVE FUND. The said reserve fund shall be exclusively used for the purpose of setting extra ordinary losses or expenses or for such other purpose in such manner as the Partner shall direct.

25. That every Partner shall have right to sell his share or interest but such partner, before selling it to a stranger, shall make the offer by registered letter to the other Partner, who shall have the first option to purchase the share or interest and if the other Partner does not intended to purchase the said shares, he shall entitled to sell his share to stranger and the said purchaser shall be bound by the terms and conditions of the Partnership Deed.

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Upon death of any of the Partner, the Partnership shall not dissolve. Upon death of any of the partner, her/his legal heir or heirs inherit the share of the deceased Partner. The surviving Partners shall continue the Partnership Business with the legal heir or heirs of the deceased Partners of the same terms and conditions herein contained or any other terms and conditions as the Partners may mutually agree upon if the legal heir or heirs of the deceased Partner does not or do not desire to continue the Partnership business he/she/they shall be entitled to receive the proportionate share of goodwill as may be valued consideration at the prevailing market price of the rate of the goodwill of the business similar to the proportionate business but in the making such payment the amount payable by deceased Partner to the firm shall be adjusted against any loan or advance taken by the deceased Partner but upon unpaid and debit balance in the capital account.

27. That no partner can sell transfer charge mortgage his share of the Partnership Business under any sorts of circumstances whatsoever. The Partners who will thus transfer or charge his share in the Partnership Business shall cease to Partner and the person to whom he transferred his share not deemed to as Partner of this Partnership firm and shall not have any right or claim over this Partnership Business and property.

28. That if the Partners feel necessity to take any other Partner or Partners for the development and smooth running of the business, they may take new Partner or Partners who will be bound by the terms and conditions to be agreed upon.

29. That the Partnership business will not be liable for any personal loan or liabilities of any individual Partner.

30. That the FIRM shall not stand dissolved upon the death retirement or insolvency of any Partner, but upon dissolution in other cases it shall be wound up the assets and liabilities movable and/or immovable assets and properties of the firm and its benefit will be divided at the ratio of the capital introduced.

31. That none of the Partners shall during the continuance of the Partnership without the consent of the other Partner giving in writing to do any of the following deeds namely:-

- a) To lend any money or deliver on credit of any goods belonging to or otherwise give credit on behalf of the Partnership or speculated in the funds of the Partnership;
- b) To give any security or undertaking for payment of only on account of the Partnership;
- c) To compromise and/or relinquish any claims or portion of claim of the firm;
- d) To enter into any bond become surety for any person or do knowingly permit to be done anything where the capital or property of the partnership be attached or taken in execution;
- e) To assign or mortgage his share or interest in the Partnership or introduce or attempt to introduce other person into the Business of the Partnership;
- f) To open a Bank account on behalf of the Firm in his own name;
- g) To take lease on behalf of the Firm or any immovable property;
- h) To transfer immovable property belonging to the firm;
- i) To enter into Partnership on behalf of the Firm;

Partner

Partner

Partner

SHREE DURGA CONSTRUCTION

SHREE DURGA CONSTRUCTION

SHREE DURGA CONSTRUCTION

11/11



hire or appoint or excepting in case of proved, criminal offence or misconduct of any clerk, traveler or other employees of the Partnership;

- k) To enter into contract for the purpose of the disposal of the property;
- l) To refer the arbitration any dispute in which the partnership concerned with a third party whether or not a suit in court has been installed for the same;
- m) To acknowledge any debt due from the partnership so as extended the period of limitation for a suit for recovery of such debt;
- n) That the Partners committing any breach of any of the following stipulations shall indemnify the other Partners from all loses and shall cease to be a Partner,

32. That if any Partners desire to transfer his share in the Partnership Firm shall transfer the name to the other continuing Partners for the consideration as may be mutually settled between the Partners.

33. That no Partner shall without the consent in writing of the other Partner or Partners for the time being release or compound any claim or debt due to owing to the otherwise compound or settle the same or demolish any security or deliver or credit goods belonging to or otherwise give credit on behalf of the firm or control debts and liabilities exceeding Rs. 5,000/- or bail or surety for any person or sell transfer or assign or otherwise deal with other absolute by way of mortgage or declaration of trust, his share or interest except in favor of another or do execute or perform or suffer to the contrary any act, deed or thing whereby the property of the Firm may be exposed to the danger of being seized attached of or taken in execution when and in such an event he shall be liable to be expelled from the Partnership if so be decided by their majority of Partners who may in the alternative file a suit for dissolution of the Firm with all consequential relief.

34. That in the event of any dispute arise between the Partners in respect of the Business or in respect of interpretation operation or enforcement of any of the terms and conditions of the Deed of Dissolution or winding up of the Business or any other matter relating to the Business shall be referred to arbitration and the decision of sole arbitration of the Partners in dispute so agree, otherwise to two or more arbitrators according to the number of the Partners of the Business one to be nominated by each part of his representatives and in case of difference of opinion of them by the umpire selected by them at the commencement of the reference and the said clause shall be deemed to be submission with the meaning of the Arbitration Act, 1940 including its statutory modification and reenactment.

Contd.....P/8.....

SHREE DURGA CONSTRUCTION
Sudal Das

SHREE DURGA CONSTRUCTION
Prantik Das

SHREE DURGA CONSTRUCTION
Anwar Sabir
Partner



WITNESS WHEREOF the Parties have set and subscribed, then respectively hands on the ... month and year first above written.

SIGNED SEALED AND DELIVERED by
The PARTNER OF THE FIRST PART IN
the presence of :-

SHREE DURGA CONSTRUCTION
Debdas Saha

Siswaji Dutta
BB/12/4/2, Rabindrapally
Bagiati, Kolkata - 700059

SHREE DURGA CONSTRUCTION

Debdas Saha
Partner

PARTNER OF THE FIRST PART
DEBDAS SAHA

SIGNED SEALED AND DELIVERED by
The PARTNER OF THE SECOND PART IN
the presence of :-

SHREE DURGA CONSTRUCTION
Pralay Kumar Saha

Sukhas Kumar Gupta
40D/H/H U.C. - Banerjee
Road. Kol - 54

SHREE DURGA CONSTRUCTION

Pralay Kumar Saha
Partner

PARTNER OF THE SECOND PART
PRALAY KUMAR SAHA

SIGNED SEALED AND DELIVERED by
The PARTNER OF THE THIRD PART IN
the presence of :-

SHREE DURGA CONSTRUCTION
Avishek Saha

Sujit Saha
BB-10/1 Palindra Pally,
Ker - 700059.

SHREE DURGA CONSTRUCTION

Avishek Saha
Partner

PARTNER OF THE THIRD PART
AVISHEK SAHA

Debasish Poddar
Derbandhu Nagar
Bagiati, Kolkata - 59

Nadia Taxation Bar Association
Krishnagar, Nadia

Chiranjit Saha
Advocate

Witnessed and prepared in my office.

Nadia Taxation Bar Association
Krishnagar, Nadia

Chiranjit Saha
Advocate

Swear before me on Identification
Clerk/Advocate and
Attested by me

Chiranjit Saha

[Signature]

Dulal Das, Notary 11/1/2018
Criminal Court, Krishnagar, Nadia



SHREE DURGA CONSTRUCTION

The 11th Day of Jan 2018

**NOTARIAL CERTIFICATE
WITH**

PAPER WRITINGS 'A'



GOVERNMENT OF WEST BENGAL
SADAR SUB-DIVISION, KRISHNAGAR

D. DAS, NOTARY

Dulal Das B.A., B.Com, L.L.B.

NOTARY PUBLIC
Government of West Bengal

Criminal Court
KRISHNAGAR, DIST.-NADIA
WEST BENGAL, INDIA.

**KRISHNAGAR
NADIA**



SOUTH DUM DUM MUNICIPALITY

Nager Bazar, Kolkata - 700 074

LICENCE DEPARTMENT

ENLISTMENT NO. - 64068

Old Certificate

Licence No. : B1980

Date : 24/05/19

Certificate No. : C-159

Date of issue : 24/08/20

The Municipal Councillors of South Dum Dum Municipality hereby Grant unto :
SHREE DURGA CONSTRUCTION

PARTNER:- DEBDAS SAHA, PRALAY KUMAR SAHA
AVISHEK SAHA

Premises No. : 65 BAGIATI ROAD
KOLKATA-700028


Circle No. : 1 1-b

Holding No. : 65 (N)

Ward No. : 2b

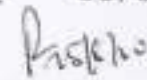
and the profession trade calling as :
DEVELOPER

Fees/Charges under the following sections of the W.B. Municipal Act, 1993

	RATE	AMOUNT (Rs.)
CERTIFICATE OF ENLISTMENT FEE U/S 118 & GRANT OF CERTIFICATE OF ENLISTMENT U/S 119 OF WBM ACT, 1993 FOR THE YEAR 2020-21 [CURRENT FEES]	1500	1500
[ARREAR FEES]		
LICENCE U/S. 201 OF WBM ACT, 1993 (Use of premises for Non-Residential purpose) [CURRENT FEES]		
[ARREAR FEES]		
		
** USE OF PLASTIC & THERMOCOL IS PROHIBITED **		
TOTAL:-One thousand Five Hundred Only		
1. This certificate of Enlistment/Licence will be in force until and is to be produced in Original at the time of renewal along with relevant documents.	31/03/2021	1500

2. Last date of Renewal without fine : 31/07/2021


Signature of Collector


Signature of License Inspector /
Department in-Charge


Chairman, Vice-Chairman, Executive Officer

This Certificate is granted without any prejudice to the right of the Municipal Councillors to impose any