

SL. NO. 14/18

# 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' enclosed hereto, hereinafter called the paper Writings, 'A' was presented before me by the accountants

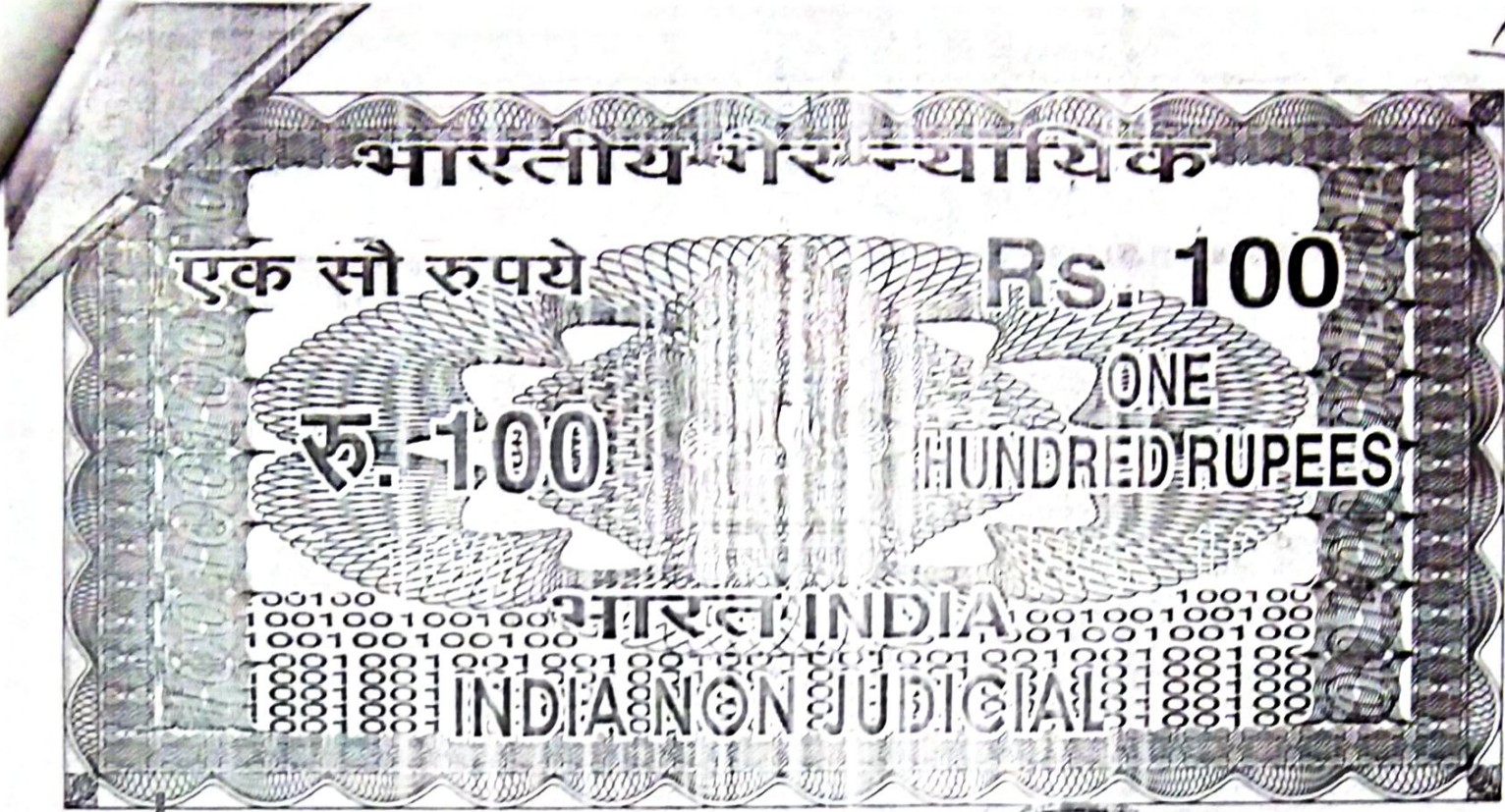
Nature of Document: Deed of Partnership  
Executed by Sri. Sudeb Karan Kar  
of Mrs. Minakanda, P. Ghosh, S. Ghosh, -  
Jyoti Ghosh,  
and others as per the same.

hereinafter referred to as the accountants on this the 18th day of JAN 2018 the year 18 JAN 2018  
The "Executants" having admitted the execution of the Paper Writings "A" and being satisfied as to the identity of the accountants I have attested the same.

IN WITNESS WHEREOF I, the said Notary, do hereunto set my hand and official seal of office this day of 18th JAN 2018



P. K. Datta  
Notary  
Govt. of India  
Regn. No. 1101/20  
Chief Metropolitan Magistrate's Court  
2 & 3, Park Street, Calcutta - 700 001



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

Y 875010



**DEED OF PARTNERSHIP**

THIS DEED OF PARTNERSHIP is made on this <sup>18</sup>th day of January, Two Thousand Eighteen (2018),



BETWEEN

P. K. Datta  
Notary  
Regn. No.: 11017/28  
C.M.M.'s Court  
4 A, Sardarhai Street  
Calcutta - 700 001

18 JAN 2018

भारतीय गैर न्यायिक

पचास  
रुपये  
₹.50

FIFTY  
RUPEES

₹.50

INDIA

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

V 670702

1) SRI SUDEB KARMAKAR, son of Late Nitai Chandra Karmakar, by faith Hindu, by occupation Business, by Nationality Indian, residing at Nischinda, P.O. Ghoshpara, P.S. Nischinda (formerly Bally), District: Howrah, Pin- 711227, hereinafter referred to as the "FIRST PARTY" (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, executors, successors, successors-in-interest, administrators, legal representatives and assigns) of the FIRST PART.

AND

P. K. Datta  
Notary  
Regn. No.: 1101/20  
C.M.M.'s Office,  
2 & 3 Saratwati Street  
Calcutta - 700 071

18 JAN 2018

2) SRI PARESH SINGH, Son of Late Ramsakal Singh, by faith Hindu, by occupation Business, by Nationality Indian, residing at Sukanta Sarani, P.O. Ghoshpara, P.S. Nischinda (formerly Bally), District- Howrah, Pin- 711227, hereinafter referred to as the "SECOND PARTY" (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, executors, successors, successors-in- interest, administrators, legal representatives and assigns) of the SECOND PART.

AND



3) SRI RAJU DAS, Son of Late Dinabandhu Das, by faith Hindu, by occupation Business, by Nationality Indian, residing at 43/1, 15B, Bidhan Pally, P.O. Belurmah, P.S. Belur (formerly Bally), District- Howrah, Pin- 711202, hereinafter referred to as the "THIRD PARTY" (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, executors, successors, successors-in- interest, administrators, legal representatives and assigns) of the THIRD PART.

AND

4) SRI SUMIT MAHATO, son of Ramesh Mahato, by faith Hindu, by occupation Business, by-Nationality Indian, residing at Ranchandrapur, P.O. Durgapur, P.S. Nischinda (formerly Bally), District: Howrah, Pin- 711227, hereinafter referred to as the "FOURTH PARTY" (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, executors, successors, successors-in- interest, administrators, legal representatives and assigns) of the FOURTH PART.

P. K. Datta

Notary

Regn. No. 1101/20

C.B.M. & Co.

P. K. Datta & Co.

Calcutta - 711001

18 JAN 2018

HEREAS the aforesaid parties have been carrying on business in partnership  
: name and style of "SAI BABA CONSTRUCTION" at Nischinda, P.O.  
ra, P.S. Nischinda (formerly Bally), District: Howrah, Pin- 711227 upon  
nditions and stipulations hereinafter appearing.

HEREAS it is deemed necessary to reduce to writing those terms, conditions  
lations.

HIS INDENTURE WITNESSETH AS FOLLOWS:-



That the business of the partnership shall be deemed to have been carried on  
under the name & style of "SAI BABA CONSTRUCTION".

That the principal of the partnership business shall be at Nischinda, P.O.  
Koshpara, P.S. Nischinda (formerly Bally), District: Howrah, Pin- 711227 or  
such any other place or places as may be agreed upon by all the partners  
from time to time.

That the business of the partnership shall consist of carrying out and  
completing the work of construction of any building and of such other  
incidental business as the partners may from time to time decide

That the partnership business hereby constituted shall be deemed to have  
commenced on and from 1<sup>st</sup> day of January, 2018 and the period of the  
partnership shall be at will.

That the capital of the partnership business is for the time being fixed at Rs.  
8,000/- (Rupees Eight Lakhs) only, which has been contributed by all the  
partners equally, i.e. Rs. 2,000/- (Rupees Two Thousand) only per partner.

That further capital may be introduced by the partners in the said firm on terms  
conditions acceptable by all the partners of the firm.

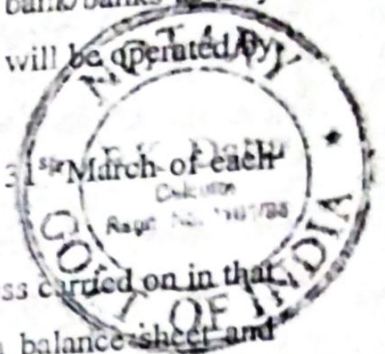
That the share of profit and loss of the partnership business after deducting all  
expenses and all other incidental expenses will be distributed equally.

That all the parties will act as working partners and will be entitled to take  
allowance of Rs. 2,000/- (Rupees Two Thousand) only per month equally

K. K. Datta  
Notary  
Regn. No. 1101/28  
C.M.M. Court  
11, B. B. S. Street  
Calcutta - 700 001

18 JAN 2018

- not exceeding the limit prescribed by section 40(b) (v) of the Income Tax Act, 1961 as deduction from the books of profit of the firm.
9. The partners shall open in the name of the firm one or more accounts either current, savings, overdraft or cash credit with one or more bank/banks as may be agreed upon by the partners and the account or accounts will be operated by two partners jointly, i.e. First Party and Third Party jointly.
10. The accounting year of the Firm will be from 1<sup>st</sup> April to 31<sup>st</sup> March of each English Calendar Year.
11. At the end of each accounting year an account of the business carried on in that year will be made and a statement of accounts, namely a balance sheet and profit and Loss Account will be prepared and signed by the partners. If necessary or required by law the accounts will be audited by a Chartered Account.
12. The books of Account and all other records of the firm and will be always kept at the office of the firm and will be open for inspection by any of the partners hereto at any time.
13. That the proper books of Accounts shall be maintained and proper entries shall be made therein of all receipts, payments, transactions and properties of the partnership business and the said books of Accounts and all securities papers writing bill books etc. Shall be kept in a locked place in the office of the firm and a copy of the same.
14. Each of the partners shall:-
- i) Participate and attend to the business of the firm to the greater common advantage of the Firm.
  - ii) Be just and faithful to the other.
  - iii) Render true accounts and full information of all moneys and dealings affecting the Firm to the other.
  - iv) Indemnify the firm for or against any loss caused to it by his wilful negligence or fraud in the conduct of the business.
  - v) Attend of the business of the firm diligently and actively.



P. K. Datta

Notary

Regd. No. 1131/58

C.M.J. Court

2 & 3, Sardar Street

Calcutta - 700 004

9 JAN 2018

- vi) Not withdraw any amount for his own benefit or use the remuneration of otherwise without the consent of the others.

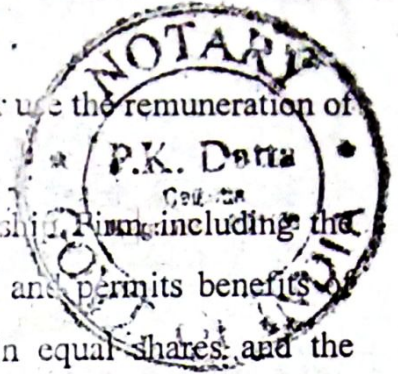
15. All the tangible and intangible assets of the partnership Firm, including the Goodwill, stock-in-trade, benefit of business licenses and permits benefits of contracts entered etc. Will belong to the partners in equal shares and the property of the firm shall be used by the parties exclusively for the business of the Firm.

16. Each of the parties shall account for the profit earned from any transaction of the partnership Firm or by the use of the property any business transaction of the Partnership Firm.

17. Any party hereto shall not, without the consent of the other:-

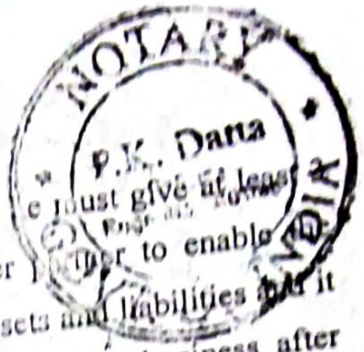
- i) Submit any dispute with any other person to arbitration or compromise or relinquish any claim of the Firm.
- ii) Withdraw any suit or legal proceedings filed by the Firm.
- iii) Admit any liability of the Firm.
- iv) Acquire or dispose of any immovable or movable property, except the stock-in-trade in the ordinary course of business.
- v) Enter into partnership or other business unilaterally with any other person.
- vi) Assign or transfer his share or any interest in the Firm.
- vii) Admit any person as a partner in the Firm.
- viii) Borrow any moneys for or in the name of the Firm or create any security or charge on the assets of the Firm.
- ix) Enter into any contracts in the regular course of business of the Firm.
- x) Stand as guarantor or surety for any person, in the name of the Firm of for and on behalf of the Firm.

18. If any party of this Partnership Deed desires to retire from the Firm or to dissolve the firm he will give to the other at least one month's previous notice to that effect and on the expiration of the notice period the Firm shall stand dissolved.



P. K. Datta  
Notary  
Reg. No. 1101533  
C.A.M.'s Court  
2 & 3, Park Road, Simla  
Cantonment - 170 001

7 8 JAN 2018



19. That if any partner desires to retire from the said firm (Three) months notice in advance in writing to other partners will be optional with the remaining partner to continue the business after retirement of the retiring partner in his profit/loss sharing ratio.
20. That the death or retirement of any partner shall not have the effect of dissolving the firm but the heirs of the deceased or nominee of the retaining partner will come into the business as partner unless otherwise decided by the continuing partner.
21. Each of the partners of the partnership firm shall indemnify the firm for any loss caused to it by the fraud in the conduct of the business of the firm by any partner.
22. That no partner of the partnership firm shall lend any money or deliver on credit any goods belonging to the partnership Firm to any person whom, the other partner of the partnership firm shall by notice has forbidden him to trust and if any partner shall loss he shall make good to the firm all losses arising thereby.
23. That no partner of the partnership firm shall except as hereby express by provided to the contrary without the consent in writing of the other partners dispose of his interest in the partnership assets by way of sale or mortgage.
24. That in the event of any dispute among the partners it shall be referred to the Arbitration / Arbitrators to be nominated by the partner / partners and the award of the said Arbitrator / Arbitrators shall be final and binding upon by all the partners.
25. That any of the above terms may be carried altered or added to by the mutual consent of all the partners to be expressed in writing.
26. That the Indian Partnership Act shall act on this partnership subject however to the expressed conditions and stipulations contained in these presents.

P. K. Datta  
Notary  
No. 110723  
C.M.M.'s Court  
17-B, Sardar Patel Road  
Calcutta - 700 001

28 JAN 2018



IN WITNESS WHEREOF the parties hereto these presents here set and subscribed their respective hands and seals the day, month and year after above written.



WITNESSES:-

1. *[Faint handwritten text]*

*[Handwritten signature]*

SIGNATURE OF THE FIRST PARTY

*[Handwritten signature]*

SIGNATURE OF THE SECOND PARTY

2. *[Handwritten text]*  
Saputpara, Bally,  
Bansbari - 711227

*[Handwritten signature]*

SIGNATURE OF THE FOURTH PARTY

*[Handwritten signature]*

SIGNATURE OF THE THIRD PARTY

Drafted by me on instruction

*[Handwritten signature]*

Advocate

*[Faint text]*

P. K. DATTA  
Notary

P. K. Datta  
Notary  
Regn. No. 110108  
C.M. No. 6048  
1 & B, Park Street  
Calcutta - 700 019

18 JAN 2010