

17

West Bengal Municipal Act, 1993 (See section 118), Form No. 24 (Under Rule 82)

[Duplicate to be filled up by carbon paper process]

Form No. 15571



Certificate No. 3302

Receipt No. 3302

BURDWAN MUNICIPALITY

G. T. Road, Burdwan.

Year for which the certificate of enlistment or its renewal relates 2018-2019

The Municipal Councillors of Burdwan Municipality hereby grant unto

ALOKE BHATTACHARJEE

DISA ENTERPRISE

residing and or carrying on or intending to carry on business at holdings premises

No. 15, BARANILPUR ARYA PALLY (NORTH),

in Ward No. 12 and exercising or intending to exercise the profession,


Trade or Calling of Trade or Calling of **CONSTRUCTION & CONSULTANCY SERVICE**

this Certificate of Enlistment under section 118 of the West Bengal Municipal Act, 1993

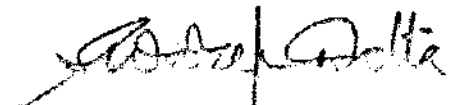
and acknowledge to have received in consideration thereof an application fee of

Rs. 1500.00 (Rupees ONE THOUSAND, FIVE HUNDRED only).

This Certificate of Enlistment will be in force until the 31st March 2019 and to be produced at the time of renewal.


Collecting Sarkar

Year of Commencement
of Licence 2017
Licence Inspector


Chairman

Dated: 25/07/2018

N.B.: Provided that such enlistment or renewal thereof shall not absolve such person from any liability to take out any Licence under this Act, or any other Law for the time being in force.

19 APR 2015

भारतीय गैर न्यायिक

पचास
रुपये
रु. 50

FIFTY
RUPEES

RS. 50



INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

R-766303



Gourang Sunder Mondal
Atkare - Debraj Chandra
Sanjana Mondal

Sanjana Mondal

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made on this 1st day of April 2015

BY AND BETWEEN

SMT. SANJANA MONDAL, W/O Sri Gouranga Sunder Mondal, PAN-
BVXPM2890M, by nationality - Indian, by occupation - Business, resident of
Baranilpur Road, Near Zila Sainik Bhawan, R.O. - Sripally, Dist - Burdwan,
PIN-713103, hereinafter referred to as party of the First part (which

[Signature]
NOTARY
PUBLIC

01 APR 2015

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

₹. 100



ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA
INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

U 455681



Gouranga Sundar Mondal

Atroc - Bladed Clasp

Gouranga Mondal

Printed at my Presses & Stationery, Print

ANNEXURE - A

expression shall unless excluded by or repugnant to the context be deemed to include per heirs, executor, representatives and assigns)

AND

SRI GOURANGA SUNDAR MONDAL, S/O- Late Sanat Kumar Mondal, PAN- AKNPM2314G, by nationality - Indian, by occupation- Business, residing at Baronipur Road, Near Zila Samik Bhawan, P.O.- Sripally, Dist.- Burdwan, Pin-713103, hereinafter referred to as party of the Second part (which

[Signature]

Local Super Notary
NOTARY
BURDWAN DISTRICT
REGD NO. 211/100

01 APR 2015



Govt. of West Bengal

Aloke Bhattacharjee

Sanjama Mondal

Notary Seal

expression shall unless excluded by or repugnant to the context be deemed to include his heirs, Executor, representatives and assigns)

AND

ALOKE BHATTACHARJEE, S/O- Late Chandi Charan Bhattacharjee, PAN-AMXPB0950F, by nationality - Indian, by occupation- Business, residing at Boronilpur, Purbapally, P.O-Sripally, P.S-Burdwan Sadar, Dist-Burdwan, Pin-713103, hereinafter referred to as party of the Third Part (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, Executor, representatives and assigns)

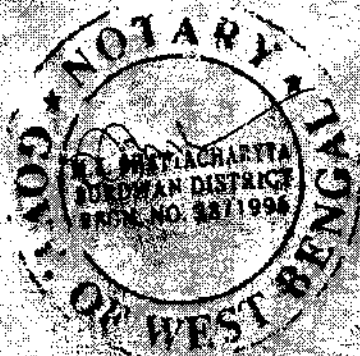
ANNEXURE - A

That party of the First part is carrying on promoting and real estate development business since the year 2013. That being a lady she is not only facing several inconveniences in respect of overall control and execution of the construction works of the ongoing project(s) but also she is suffering from severe financial crisis. That in order to complete the ongoing as well as proposed development project(s) smoothly, the party of the First part approached the Second and Third part to join hand with her as partners to carry on the ongoing promoting and development work and to successfully implement the proposed development project. The party of the Second and Third Part agreed to join hand with First part and the parties herein decided to carry on the ongoing as well as upcoming development project(s) as Partnership Firm under the name & style of "DISA ENTERPRISE" having its office at Baronilpur Road, Near Zila Sainik Bhawan, P.S. Sripally, P.S. & Dist. - Burdwan, Pin-713103, with effect from 1st day of April 2015.

AND

[Signature]
Notary
BURDWAN DISTRICT
NO. 18/1996

01 APR 2015



Gourang Subramanian
Alok Biswas Chatterjee

Sanjana Mandal

Witnessed by me
[Signature]

WHEREAS in order to avoid future dispute among themselves and obvious reasons the parties hereto are desirous to incorporate the terms & conditions mutually agreed between themselves in a formal DEED OF PARTNERSHIP.

NOW THEREFORE THIS DEED OF PARTNERSHIP WITNESSTH AS FOLLOWS:-

1. The Business of the Partnership Firm shall be carried on under the name & style of "DISA ENTERPRISE".
2. The principal place of business and registered office of the firm shall be at Baranilpur Road, Near Zila Sainik Bhawan, P.O. Sripally, P.S. & Dist. Burdwan, Pin-713103.
3. The Nature of the Partnership business shall be all type of Construction, Consultancy, real estate Development and promoting etc. but the partners shall always be at liberty to embark upon any other line of trade, manufacturer, adventure or undertaking as may be decided between themselves from time to time.
4. The Partnership business shall be deemed to have commenced on and from 01.04.2015.
5. That the capital of the partnership firm shall be contributed by the partners from time to time as may be required and shall stand credited to their account in the books of accounts of the firm according to the mutual consent between themselves.

ANNEXURE - A

[Signature]

Amal Kumar Dasgupta
NOTARY
BURDWAN DISTRICT
NO. 347/1998

01 APR 2015



George Sunder Mukherjee

Alexe Rakata Chatterjee

Shayjan Mondal

Shri. ...

6. That the partners of the firm shall not be paid any interest initially on capital amount but if necessary and mutually agreed upon, then interest shall be paid based on book profits calculated in the following manner:-

a) At the end of each accounting year or closing of accounts, interest at the rate of 12 percent per annum or such other rate as may be mutually agreed upon subject to the limit prescribed under Income Tax Act at the relevant time shall be payable yearly to the partner on Capital remaining invested in the firm during the said year and shall accordingly be credited to this account.

b) However, in case of loss no such interest shall be paid and in the case of profit being inadequate to meet the entire interest at the rate of 12% , the rate of interest shall be reduced proportionately to the amount of available profit, which shall be distributed by them from time to time. Profit of the firm shall mean profit arrived at before providing for interest on Capital to the partner.

7. The Remuneration shall be paid to the partners of the firm as per the provisions of the Income Tax Act meaning thereby that the remuneration would not exceed the maximum remuneration provided in the Act.

ANNEXURE - A

Mr. Bhattacharya
NOTARY
BURDWAN DISTRICT
REGD. NO. 26/1996

01 APR 2015



Gourang Sunder Mondal
Aloke Bhattacharya

Sanjana Mondal

Sanjana Mondal

8. The parties of the Second and third part are fully responsible to execute the input job of the firm totally as per the nature of the business.

9. The accounting year of the firm shall be on and from 1st April to 31st March. At the end of each quarter of an accounting year on 31st March, books of accounts shall be closed, a profit and loss account shall be drawn up and the profit or loss if any, after allowing interest, Remuneration to partners in accordance with clause 6 & 7 above shall be divided between and borne by the partners in the following proportion:-

| | | |
|-------------------------------|-------|-----|
| i. SMT. SANJANA MONDAL | ----- | 25% |
| ii. SRI GOURANGA SUNDAR MONDA | ----- | 50% |
| iii. ALOKE BHATTACHARJEE | ----- | 25% |

ANNEXURE - 1

10. That primarily the bank accounts or the partnership business shall be operated in the name of the firm solely by party of Second part. In absence of the party of Second part, the party of the first part and third part jointly operate the bank accounts or the partnership business in the name of the firm.

11. That either Second part alone or the party of the first part and third part jointly shall be entitled to sign all sorts of contracts, receipts, and all other papers relating to the business of the firm and shall be fully authorized to represent the firm before all persons including firms, companies, Govt. offices, and courts and receive all payments, thing and papers on behalf of the firm.

Alok Bhattacharya
NOTARY
SUDHAMA DISTRICT
NO. 284/1995

01 APR 2015



George S. S. S. S.
Alexe. Alexe. Alexe.

Sampada Mondal

Witness in my presence
Signature of Witness

- 12. No partners shall deal with the assets of the firm otherwise than in the usual course of the business of the firm and stock-in-trade capital or any other property of the partnership firm shall in no way be liable for any personal debt or liability of any partner.
- 13. No partner without consent in writing of the other partners assign or mortgage their share of interest in the partnership business.
- 14. The partners shall be entitled to borrow or lend money, if so required in the interest of the partnership business on such terms and conditions as they may agreed upon.
- 15. (a) Proper books and accounts shall be kept by the partners and entries therein made of all receipts, payments and other matters as are usually done and entered in the books of accounts kept by persons engaged in business similar to that of the firm.
(b) All books of accounts and other documents of the firm shall be kept at the place of the business of the firm for the time being and each partner or his authorized agent shall have a right to have access to and to inspect and copy of the same.
- 16. (a) In case of any partners should desire to retire from the partnership, he may do so by mutual consent or he will have to give at least 2 calendar months notice in writing to this effect to the other partners and he/she will cease to be partner in the said partnership business after expiry of such period. The capital invested by such partner in the firm shall not be returned immediately and shall be returned at the convenience of the firm. However the retiring partner

ANNEXURE - A

[Signature]
NOTARY
KALYAN DISTRICT
REGD NO. 28/1996

01 APR 2015



S. K. Ghosh

Alexander Ghosh

Rayana Ghosh

Witness

shall be entitled to simple interest @ 12% for such delayed return of cash capital.

(b) On Retirement or death of any partner the remaining partners may continue to carry on the partnership business and the remaining partners may admit the heir (s) of the deceased partner to the said partnership if all of them agree on the terms and conditions as they may mutually agreed upon. The mutual agreement of all the partners will be necessary for induction of any new partner.

17. No partner shall be entitled to determine the partnership but he/she shall only be entitled to retire from the partnership business.

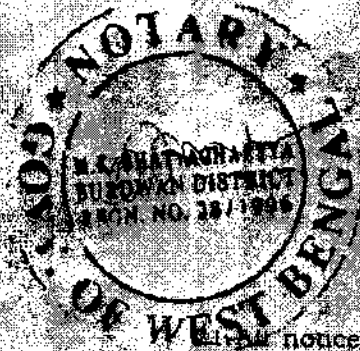
18. The parties hereto, by mutual consent, may admit one or more persons as partners into the partnership business on such terms and conditions as may be agreed upon with the incoming partner/partners.

19. The partners may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons to be the attorney or attorneys of the partnership firm for such purposes and with such powers, authorities and discretions and for such period and subject to such conditions as they may think fit and may also authorize any such attorney to delegate all or any of the powers, authorities and discretions vested in him.

20. That each of the partners shall diligently attend the business of the firm either in person or through a duly authorized representative.

ANNEXURE - A

[Handwritten signature]
Notary Public
West Bengal



George Saha, Haldia

Abhe Debata Choudhury

Sanjaya Mondal

Atit

... notices to be given either to Partner or by a Partner to the firm, shall be deemed to be duly served if addressed to the firm or the Partner at the address given hereinabove and sent by registered post.

22. All the other matters, for which no provision is made in this deed, shall be decided by the majority of the partners.

23. Any dispute or difference, which may arise between the partners or their heir(s) and representatives or between the firm and a partner in connection with partnership business or in relation to accounts, profit or losses of the business of the firm or the rights and liabilities of the partners herein or the dissolution or winding up of the business or any other matter relating to the firm shall be referred to arbitration and the decision of a sole arbitrator, if the parties in dispute so agree, otherwise two or more arbitrators, according to the number of the partners of the firm, one to be nominated by each party or his representative and in case of difference of opinion between them, by the umpire selected by them at the commencement of the reference shall be final and binding upon the parties and this clause shall be deemed to be submission within the meaning of the Indian Arbitration and Conciliation Act, 1996 including its statutory modification and re-enactment.

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[Signature]
Sanjay Mondal
NOTARY
EASTERN DISTRICT
NO. 28/1996

01 APR 2015



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

SIGNATURE OF THE WITNESSES

SIGNATURE OF THE PARTIES

1) Subarna Mahiuddin
S/O - SK. MD MAHIUDDIN
15, Radhanagar Para,
Burdwan - 713101

Gouranga Sundar Mondal
SRI GOURANGA SUNDAR MONDAL

2) Debji Prasad Saha
S/O Durga Prasad Saha
Police Line, Machipara
Sripally, Burdwan

Sanjana Mondal
SMT SANJANA MONDAL

3) Dulir Banerjee
S/O - Hambir Banerjee
vill - Baliampur, P.O. - Golgram,
P.S. - Raine, Dist. - Burdwan

Aloke Bhattacharjee
SRI ALOKE BHATTACHARJEE

Attested in my presence &
in the presence of the
Ranjana Prasad
Advocate
01.04.2015
Raj. Krishna Prasad
Advocate
Dist. Judge's Court, Burdwan

Signature (s) of the Executant (s)
Attested on Identification

M. E. Bhattacharya
Mandi Khatra Bhattacharyya
NOTARY
BURDWAN DISTRICT
REGD NO. 28/1996

01 APR 2015