

Notarial Certificate

(Persuant to sec. 8 of the Notaries Act. 1952)

To ALL TO WHOM THESE PRESENTS SHALL COME

I, Manoj Kumar Bhattacharyya duly appointed by the Government of West Bengal as a NOTARY throughout Burdwan District and authorised to practice as a Notary in Burdwan District, West Bengal, within the Union of India, do hereby verify, authenticate, certify, attest, as under the execution of the instrument annexed hereto collectively marked ANNEXURE 'A' on its being executed/ admitted and identified by the respective signatories as to the matters contained therein, presented before me by the "Executant's".

Between

Tapan Nayak AND Dibendu Chowdhury
AND Somenath Hallick, as promoters
A. Jtd. by S.K. Mukhopadhyay, L.A.D.
Bury

after referred as the "Executant/s", on the 6th day of June year two thousand nineteen.

THE "EXECUTANT/S" having admitted the Execution on the Paper as ANNEXURE "A" in respective hand/s in the presence of the Notary, who as such. Subscribe/s signature/s, thereon and, being verified as to the identify of the executant's, and said execution, I have attested the execution of the "Paper Writings" ANNEXURE 'A' and testify that the said execution is 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 as need the occasion shall or may require.

IN FAITH AND TESTIMONY WHEREOF, being required of Notary. I, the said Notary do hereby subscribe my hand and affix my Notarial seal of office at Burdwan on this day of.....Manoj Kumar Bhattacharyya

NOTARY
1, KHALUIBILL MATH
BURDWAN DISTRICT
REGD NO -26/1996

Notarial Stamp



M.K. BHATTACHARYYA
Notary
Govt. of West Bengal
Regn. No. - 26/1996
1 No. Khalui Bill Math,
Burdwan District. Ph.: 2663650
District Judge's Court, Burdwan.
Mob: 9932742419
E-mail: mkb.adv@sify.com





पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AA 732018



Tapan Nayak
Sri Dibendu Chowdhury
Some text written in Hindi/English

signed in my presence & identified by me
Advocate

ANNEXURE-'A'

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP IS EXECUTED AT BURDWAN ON THE 07 TH DAY OF MAY 2019 , BETWEEN :-

1. SRI TAPAN NAYAK, son of Sri Kalyan Kumar Nayak , by caste Hindu, by profession business, resident of Ranisayar North , Burdwan, P.O. & P.S. Burdwan, District - Burdwan, West Bengal, PIN - 713101, hereinafter called a partner and the party of the **FIRST PART**.

AND

2. SRI DIBENDU CHOWDHURY, son of Sri Bibhutibhushan Chowdhury , by caste Hindu, by profession business, resident of 23 Kalna Road, P.S. & District - Bardhaman , West Bengal, PIN - 713101, hereinafter called a partner and the party of the **SECOND PART**.

Md. K. ...
NOTARY
1, KHALIBILL MATH
BURDWAN DISTRICT
REGD. NO - 20/1996

06 JUN 2019

1582

25/4/19

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500/-

भारतीय गैर न्यायिक

पचास
रुपये

₹.50



FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL



पश्चिम बंगाल WEST BENGAL

Tarun Nayak
Dikshu Choudhary
Somu Nath Mallick

AND

Witness in my presence
Identified by me

7144

3. SRI SOMENATH MALLICK, son of Sri Paresh Nath Mallick, by caste Hindu, by profession business, resident of Khalu bill Math, P.S. & District - Bardhaman, West Bengal, PIN - 713101, hereinafter called a partner and the party of the THIRD PART.

ANNEXURE-'A'

WHEREAS the parties of the above said three parts have decided to start a Partnership business of relating to civil construction, development & promotion of immovable properties with real - estate etc, and other allied business under the name and style of "M/S WEBER CONSTRUCTION," at Khalui Bill Math, 1st Lane, & P.S. & District - Bardhaman, West Bengal, PIN - 713101, by virtue of a Deed of Partnership executed on 07th day of May, 2019 and notarized on 07th May 2019.

AND WHEREAS in order to avoid any future dispute and disagreement it is desirable and advisable to executed a formal instrument of Partnership embodying therein the mutual terms and conditions under which the Partnership business is constituted.

Mou. Somu Nath Mallick

NOTARY

KHALUI BILL MATH
BARDHAMAN DISTRICT
REGD NO - 28/1996

06 JUN 2019

1583 25/04/19

3 (महाराष्ट्र शासन
अर्थ विभाग)

कोट

पुणे १०/३१ २२ १००००

डूटेड = डूट

Tapan Nayak,
Dibendu Chowdhury
Somenath Mallick

Signature of the Resource &
Identified by me
for Advertisers

NOW THIS INDENTURE AND THE PARTIES HERETO HEREBY AGREE AS FOLLOWS :-

1. NAME OF THE FIRM :

That the name of the Firm shall be "M/S WEBER CONSTRUCTION"

2. PLACE OF BUSINESS :

That the principal place of business & head office & shop room shall be situated at Khalui Bill Math ,
1st Lane , & P.S. & District - Bardhaman , West Bengal, PIN - 713101

3. COMMENCEMENT AND DURATION :

That the partnership business to these partners is deemed to have commenced w.e.f. the 07th day of
May, 2019 and the same partnership business under these presents shall be deemed as partnership
"AT WILL".

4. NATURE OF BUSINESS :

That the business of the Partnership Firm shall be execution of works of relating to civil
construction , development & promotion of immoveable properties with real - estate etc , and other
related business within the territorial jurisdiction of State of West Bengal and other surrounding
states ,and to extend the line of business in such way and manner as may be mutually agreed upon
from time to time.

5. CAPITAL :

That the capital of the firm shall be such sum or sums of money as shall for that purpose appear in
the Books of Accounts of the Partnership Firm to the credit of each of the parties hereto and if at
any time or times hereinafter any further capital shall be required by the firm, the said further
capital shall unless otherwise agreed to by the partners hereto be contributed by them for the
addition capital and the partners shall be entitled to simple interest at the rate of 12% per annum
or at lower rate as as will be agreed upon by the partners mutually and all such interest shall be an
overhead charge on the Profit & Loss Account of the Firm in the matter of computing its divisible
Net Profit or Loss as referred to hereinafter.

6. SHARE IN PROFIT & LOSS :

That after ascertaining the Net Profit or Net Loss as the case may be the aforesaid partners shall
apportion the said Net Profit or Net Loss among themselves in their respective share as under :-

i.	SRI TAPAN NAYAK	33.33 % (1/3 rd Share)
ii.	SRI SOMENATH MALLICK	33.33 % (1/3 rd Share)
iii.	SRI DIBENDU CHOWDHURY	33.33 % (1/3 rd Share)

(100% (ONE HUNDRED PERCENT))

Mrs. Kanchan Chatterjee

NOTARY

T. KHALUIBILL MATH
RD BARDHAMAN DISTRICT

06 JUN 2019

Tapan Nayak
Dibendu Chowdhury
Somenath Mallick

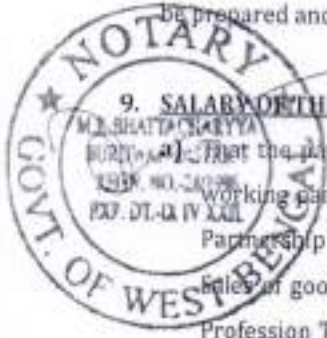
Signature of the
Advocate
Identified by me

7. BOOKS OF ACCOUNTS :

That the proper Books of Accounts shall be kept and maintained as is usually done in such business. All the parties hereto shall have full and free access to the Books of Accounts and they shall also be entitled to take copied thereof as and when required. The Books of Accounts shall be kept at the premises of the business and shall be opened for inspection of all partners and also to their representatives on all reasonable hours.

8. ACCOUNTING YEAR :

That the Accounts of the Firm shall be closed on the 31st day of March in every English calendar year on which date the Assets & Liabilities shall be ascertained and the Profit & Loss Accounts will be prepared and the Profit & Loss as the case may be shall be divided.



9. SALARY OF THE PARTNERS / COMMISSION :

a) That the parties of both the parts hereto shall be the working partners of the Firm. Both the working partners hereto shall be responsible for carrying out the day-to-day functioning of the Partnership Firm viz. day-to-day management of Accounts, Office, Bank affairs & Purchase & Sales of goods, delivery of goods & import of goods, recovery of dues, Income Tax, Sales Tax, Profession Tax & Service Tax matter and to decide about the work to be undertaken by each of them. Each of the partners shall look after the day-to-day affairs & works assigned in a diligent manner to the utmost satisfaction of the customers and the principal companies & dealers.

b) That w.e.f. 07th day of May, 2019 or w.e.f. any other subsequent date as will be decided by the partners hereto all the working partner will be allowing a maximum scale of salary per month as under:-

ANNEXURE - A

i.	SRI TAPAN NAYAK	Rs.75,000/- (PER MONTH)
ii.	SRI SOMENATH MALLICK	Rs. 75,000/- (PER MONTH)
iii.	SRI DIBENDU CHOWDHURY	Rs. 75,000/- (PER MONTH)

Rs. 225,000/- (PER MONTH)

So, in case the Book Profit for the previous year as computed vide Explanation 3 to Section 40(b) of Income Tax Act, 1961 exceed Rs. 225,000/- the working partners will be entitled to commission/ bonus @ 15% of the Book Profit or Book Profits in excess of Rs. 225,000/-. The commission will be divided among the partners in the same proportion as salary drawn by them. The quantum of commission/bonus will be restricted to an amount, so however, that the total of salary and commission do not exceed the permissible limit laid down in Section 40(b) of the Income Tax Act, 1961. While salary will be credited to the account of each partner at the end of each month, the commission/bonus will credited to their respective accounts at the end of previous year.

[Signature]

S. K. MALLICK MATH
BURDWAN DISTRICT
REGD. NO - 25/1996

06 JUN 2019

5.

Tafaw Arjona,
Dibhenchi Choudhury
Somnath Salhot

Signed in my Presence &
Identified by me
Advocate

c) That the Partnership Firm shall maintain a Minute Book in which all important decisions and resolutions to the business of the Partnership Firm including any change or variation in the payment of interest, salary, commission, bonus etc. payable to the partners shall be recorded and all such decisions and resolutions shall be effective from the date they are so declared to be affective.

d) The payment of interest to all partners & remuneration to the working partners shall be operative from the date of execution of this Deed of Partnership. The remuneration to all the working partners shall not be paid in case the Book Profit becomes a Loss after allowing interest on the Capital of the partners, in other cases it shall be limited to the Book Profit.



10. INTEREST :

That all the partners will be entitled to interest @ 12% simple interest per annum on the capital contributed and loans advanced by the respective partners and the said amount shall be treated as overhead expenses of the Firm.

11. BANK ACCOUNT :

That the Partnership Firm shall maintain Bank Account/Accounts in any Nationalized Bank or Co-operative Bank or Scheduled Bank and all such Account/Accounts shall be treated as the Bank Account of the present partnership business and that such Account/Accounts shall be operated by the parties of the any TWO PARTIES shall have the right to sign cheque or cheques and/or documents or documents in the name of the Firm, in the regular course of business.

ANNEXURE-A

12. LOANS AND ADVANCES :

That any partner, of other partners agree may take loan from the Firm or withdraw more that the balance standing at his/her credit and the interest at the rate agreed among the partners will be charged and any partner may advance to the Firm as loan any amount if necessary and interest at the rate agreed among the partners will be credited to his/their Account.

13. ADMISSION OF A MEMBER :

That new member/members may be admitted to the partnership but only all the partners for the time being agreed to such admission and the goodwill if any for such purpose may be valued as may be agreed among the partners. On admission the new partner/partners will bring in proportionate the share of capital.

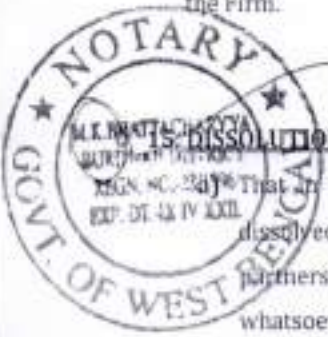
Mangal Kumar Choudhary
NOTARY
1, KHALUBILL MATH
BURDWAN DISTRICT
W.B. NO. 28/1806

Tapan Nayak
Dibhen Choudhury
Somnath Saha

Signed in my presence & identified by me
Advocate

14. RETIREMENT FROM PARTNERSHIP :

That any of the partners may retire from the partnership by giving three months' Notice to the remaining partners which is to be served either by Registered Post or in personal and a copy of such Notice shall be kept at the office of the Partnership and/or under the circumstance all the parties for the time being agreed thereto and in such a case the remaining partners will have preferential right to retain or to continue the business of the Firm, but the formality of such Notice shall stand waived if any of the partners retire by mutual consent. Be it mentioned here that the outgoing partner will have no right to claim any price or compensation for goodwill belonging to the Firm.



15. DISSOLUTION OF PARTNERSHIP :

That in the event of retirement of any of the parties hereto the partnership may not be dissolved but the business may be continued and carried on by the remaining partners/remaining party to these presents. However, on the dissolution of the partnership for whatsoever reason, the parties hereto shall adopt either of the following modes in the order in which the name appear herein:

- i) any one party can take over the business of the partnership as a going concern at an agreed value on agreed terms;
- ii) if the aforesaid is not possible, the parties may bid as regard the value of the business as a going concern and the highest bidder shall be entitled to take over the business of the partnership as a going concern to the exclusion of the other partners;
- iii) The assets of the partnership and/or the business of the partnership as a going concern may be sold to the third party by a private treaty if possible or to be publicly auctioned at the best possible price;
- iv) To divide the assets of the partnership in proportion to the respective share of the party.

ANNEXURE-A

b) That the death during the continuance of the present partnership of any of the partners hereof may not have the effect of dissolving the partnership and that on such death the heirs or legal representatives of the said deceased partner shall step into the shoes of the deceased partner

and become partner of the firm on the same terms and conditions as would have been applicable to the deceased partner if he had not died, but in the event of failure or refusal of the said heirs or legal representatives to become such partner, the

surviving partners shall have the option to purchase the share in this firm of the said deceased at a price to be determined to carry on the business of the firm by themselves under

M.K. Prasad Choudhary
NOTARY

1, KHALIHELL MATH
BURDWAN DISTRICT
REGD NO-28/1996

06 JUN 2018

Tafaw Arayan
Dibendu Choudhury
Somnath, Nalanda

Identified by me
Advocate

16. SETTLEMENT OF DISPUTES :

That any dispute or difference which may arise among the partners or their representatives with regard to the constructions, meaning and effect of the Deed or any part thereof, or in respect of Accounts, Profit & Loss of the business or the right & liabilities of the partners under this Deed, or the dissolution or winding up of the business or any other matter relating to the partnership shall be referred to the said Arbitrators, one to be nominated by each of the partners interested in the disputes and in case of difference of opinion among the Arbitrators, the umpire selected by the Arbitrators and the Award of such Arbitration shall be final and binding upon all partners. The processing of Arbitration will be as per Arbitration and conciliation Act, 1996 and any changes

17. DUTIES OF PARTNERS :

Each partner shall :

- Pay to the said Partnership Firm all the monies and cheques that may be received by him on Account of partnership business;
- Pay his personal debts and indemnify the other partners and the Firm against any loss that may be suffered to the partner/partners or the firm due to the personal debts of any partner;
- Be just and faith to one another at all times during the continuance of partnership and furnish to one another full accounts and complete information with regard to all matters relating to partnership business and none of them shall do any act or thing whereby the interest of the firm or any partner may be prejudicially affected

ANNEXURE-'A'

18. ACTS FORBIDDEN :

Neither partner shall without the consent of the partners :

- Employ any of the said partnership monies or goods or assets or pledge the credit thereof except in the ordinary and normal course of business and on account and for the benefit of this partnership business;
- Land any of the said partnership monies any save and except in the normal course of business;
- Give any credit or delivery of any goods or credit to any person or persons whom the partner shall have previously forbidden
- Enter into any bond or become any bail, surety or security for any person or to do any thing whereby the said partnership property may be seized, or attached or it is taken in execution;

Mandya Kumar Bhattacharyya

NOTARY

1, KHALUJULL MATH
BURDWAN DISTRICT
REGD NO -28/1996

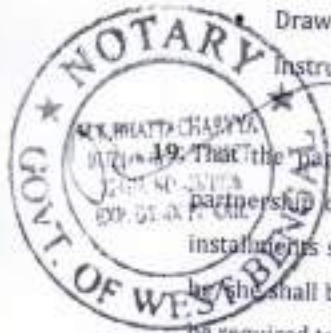
06 JUN 2019

8.

Tafaw Noyark.
Dibhen Choudhury
Somnath Nalid

Identified by me
[Signature]
Notary

- Assign or mortgage his /her share in the said partnership or any part thereof or make any other person a partner with him/her in this partnership;
- Compromise, compound or release or discharge any debt to the said partnership save and except during the normal course of business and in the interest of this partnership;
- Draw or accept or endorse any Bill of Exchange or Promissory Note or any other Negotiable Instrument for the purpose other than that of this partnership;



19. That the partners hereto further agree that each partner may during the continuance of the partnership draw out of the business for his/their private or personal expenses at a time or in instalments such sums as may be mutually agreed upon and on taking annual general Accounts he/she shall be found to have drawn more than his/their share of profit for that year, he/she may be required to refund the excess of it is desired by the other partners.

20. That the firm can borrow money from any Nationalized Bank, State Bank of India or from any Co-operative Bank governed by R.B.I. or from any financing company or reputed interests for better finance for the purpose of betterment of the business of the firm from time to time and or for investment in any permanent program or for the procurement of working capital and fixed assets and machineries at the time of necessity.

ANNEXURE-'A'

- 21. That if any loan is obtained by the firm then in that case they said loan shall exclusively be used for the purpose of the business of the firm and for no other purpose and all the partners shall remain liable for repayment of the said loan including all interests and costs thereon either jointly or individual.
- 22. That the partnership shall hold license and/or permits and documents in the name of the firm or in the name or names of the partners either jointly and/or individually as the case may be but all such licenses and/or permits shall be the exclusive property or properties of the firm.
- 23. That the partners further agree that any one of the partners may purchase tenders, accept orders, place orders, appoint and discharge staff & laborers, accept cheques and/or payments, draw bills and do all other business incidental to the trade of this partnership venture for self and on behalf of the other partners or partner and in the name of the firm for the betterment and smooth running of the partnership business under these present
- 24. That any of the above clauses may be varied, altered or amended by the mutual consent of the partners to be either expressed in writing or implied by conduct and all or any of the terms or this Partnership Deed shall be enlarged by alteration addition or omission of any term or terms and conditions or conditions from time to time as shall be agreed upon by and between the parties hereto in writing.

NOTARY
K. PRADYUMN CHARYYA
BURDWAN DISTRICT
REGD NO -28/1906

06 JUN 2019

9.

Tapan Nayak.
Dibendu Chowdhury
Somenath Mallick

25. That the partners hereto shall be full partners within the meaning of Indian Partnership Act, 1932 and that save as provided therein provided therein provisions of the Indian Partnership Act, 1932 or any other statutory modification or enactment thereof for the time being in force hereto shall govern the parties.

26. That this reconstitution of Partnership will be treated as part & parcel of the original Deed of Partnership executed on day of 07th day of May, 2019 and notarized on 07th May 2019

IN WITNESS WHEREOF THE PARTIES OF THE AFORESAID PARTS HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS OF DAY, MONTH AND YEAR AS WRITTEN ABOVE.



WITNESSES:

1. Asindam Nayak
R.C. DAS Road.
PO + Dist - Burdwan
713101

2.

ANNEXURE-'A'

3.

PARTNERS:

1. Tapan Nayak.
(SRI TAPAN NAYAK)
FIRST PART

2. Somenath Mallick
(SRI SOMENATH MALLICK)
SECOND PART

3. Dibendu Chowdhury
(SRI DIBENDU CHOWDHURY)
THIRD PART

Drafted by me and explained in
Vernacular before all the parties.

Signed in my presence & Identified by me.

Signature in my presence & Identified by me

Swaraj Kumar Mukhopadhyay
Advocate
06.06.19

Advocate
Signatures of the Executants
Attested on Identification

Mangal Kumar Bhattacharyya
NOTARY
BURDWAN DISTRICT
REGN. NO. 28/1996

Swaraj Kumar Mukhopadhyay
Advocate
Burdwan Dist. Judge's Court