

Serial No. 697 Date 09 AUG 2018

Professional address -
District Judge's Court
Burdwan-713101

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 Narugopal Bhakat s/o Lt. Chandi Shami
Bhakat of Sadarghat Pnatan Bazar Burdwan AND
Purnima Bhakat w/o Narugopal Bhakat of
Sadarghat Pnatan Bazar Burdwan. AND Others.
As Per ANNEXURE - 'A' Identified by Rajdeep
Goswami. Ld Advocate Burdwan*

hereinafter referred as the "Executant/s", on the 09th day of August
the year two thousand Eighteen

THE "EXECUTANT/S" having admitted the Execution on the Paper
writings ANNEXURE "A" in respective hand/s in the presence of the
witnesses, who as such. Subscribe/s signature/s, thereon and, being
verified as to the identify of the executant's, and said execution, I have
verified 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
needed 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

09/08/18 NOTARY

1, KHALUIBILL MATH
BURDWAN DISTRICT
REGD. NO.-28/1996

M.K. BHATTACHARYYA

Notary

Govt, of West Bengal

Regn. No.- 28/1996

1 No. Khalui Bill Math,

Burdwan District. Ph.: 2663650

District Judge's Court, Burdwan.

Mob: 9932742419

E-mail: mkb.adv@sify.com

Notarial Stamp



09 AUG 2018

SL. No. 697 09 AUG 2018



पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL

AA 200905



ANNEXURE-'A'

Manoj Kumar Bhattacharya
Tomina Bhakat
Suchismita Samanta
Abhis Samanta

**DEED OF RECONSTITUTION OF
PARTNERSHIP**

**THIS DEED OF RECONSTITUTION OF PARTNERSHIP
FIRM is made at Burdwan on this 9TH DAY OF AUGUST,
2018 BETWEEN**

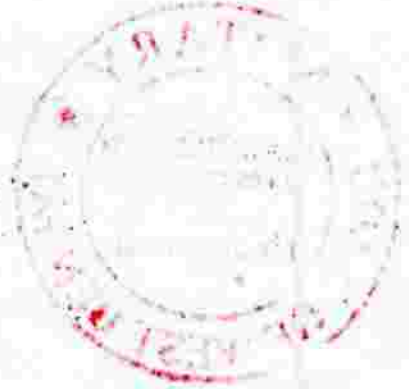
Manoj Kumar Bhattacharya

NOTARY

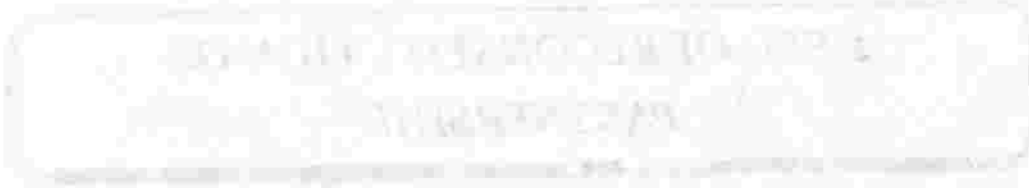
1, KHALUBILL MATH
BURDWAN DISTRICT
REGD. NO -28/1998

SL NO. 1890 DATE 09.08.18
SOLD TO Sankhya Construction
ADD. Jilipibagah, Putea, Bonga Pura
Stamp Rs. 100/- - 1 AUG 2018
Buyer's Tax
Purchase Tax
Stamp Vendor SURAJIT DEY
Buyer's Collector Gopinath
Licence No. - 27/2010 - 11

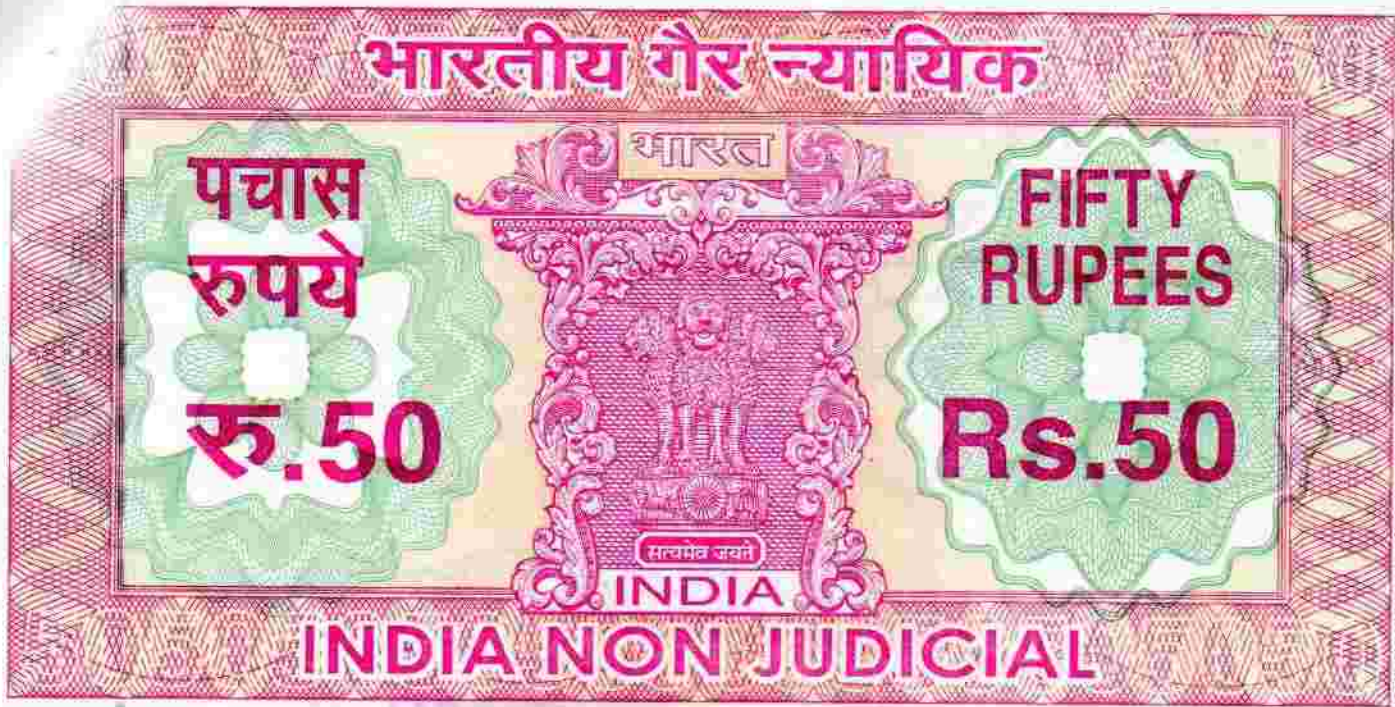
Signature



WEST BENGAL



Handwritten notes in red ink at the bottom right corner, including the word 'RECEIVED'.



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

W 706217



Narugopal Bhakat
Twinnina Bhakat
Suchismita Samanta
Abhisin Samanta

ANNEXURE-'A'

MR. NARUGOPAL BHAKAT, S/o Late Chandi Shankar Bhakat, by faith- Hindu, by profession – Business, resident of Sadarghat, Puratan Bazar, Post Office: Sripally, P.S. Barddhaman Sadar, Dist. Purba Bardhaman, Pin - 713103; hereinafter called the **FIRST PARTNER** (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**. PAN: **ADGPB5297F;**

Mony Kumar Bhattacharyya
NOTARY

1, KHALUIBILL MATH
BURDWAN DISTRICT
REGD. NO -28/1998

09 AUG 2018

SL NO. 1891 DATE 09.08.18

SOLD TO Sindhya Construction

ADD. J. P. Bagar, Purbachal, Burdwan

Stamp No. 50.00

Purchase Date 24 JUL 2018

Stamp Vendor - SURAJIT DEY

Burdwan Collector Compound

Licence No. - 2 / 2010 - 11

Signature

[Handwritten Signature]

a Sheet of Stamps the value of 150

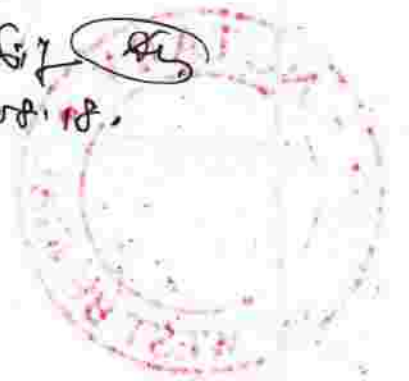
2 (Two) is not available so the following Sheet Stamps are Supplied.

No. 1890 as no. 1891

Total (100 + 50) = 150.00

[Handwritten Signature]

09.08.18.



[Red stamp text]

[Red stamp text]

[Red stamp text]

[Red stamp text]

Narugopal Bhakat
Purnima Bhakat
Suchismita Samanta
Debasis Samanta.

AND

MRS. PURNIMA BHAKAT, W/o Mr. Narugopal Bhakat, by faith-Hindu, by profession - Business, resident of Sadarghat, Puratan Bazar, Post Office: Sripally, P.S. Barddhaman Sadar, Dist. Purba Bardhaman, Pin - 713103; hereinafter called the **SECOND PARTNER** (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART. PAN: AUMPB9646D;**

AND

MRS. SUCHISMITA SAMANTA, W/o Mr. Taraknath Samanta, by faith- Hindu, by profession - Business, resident of Golahat, Shakhariपुर, P.O. - Sripally, P.S. & Dist. Burdwan, Pin - 713103; hereinafter called the **THIRD PARTNER** (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART. PAN: AMZPS9150J;**

AND

MR. DEBASIS SAMANTA, S/o Mr. Kalicharan Samanta, by faith-Hindu, by profession - Business, resident of Golahat, Shakhariपुर, P.O. - Sripally, P.S. & Dist. Burdwan, Pin - 713103; hereinafter called the **FOURTH PARTNER** (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **FOURTH PART. PAN: AVOPS7016H;**

WHEREAS all of the above named parties being jointly and severally referred to hereinafter as **PARTNERS**.

AND WHEREAS the Parties to the **FIRST PART** and one Souvik Mondal have been conducting one Partnership Businesses in the name & style of "**SRADHYA CONSTRUCTION**" (A Partnership Firm incorporated under the Partnership Act, 1932) having its registered office at Jilapibagan, P.O. Sripally, City & P.S. Barddhaman, Dist. Purba Barddhaman, Pin - 713103



ANNEXURE-'A'

Manoj Kumar Bhattacharya
NOTARY
1, KHALUIBILL MATH
BURDWAN DISTRICT
REGD. NO - 28/1998

09 AUG 2018

Narugopal Bhakat
Purnima Bhakat
Suchismita Samanta
Debasis Samanta.

AND

MRS. PURNIMA BHAKAT, W/o Mr. Narugopal Bhakat, by faith-Hindu, by profession - Business, resident of Sadarghat, Puratan Bazar, Post Office: Sripally, P.S. Barddhaman Sadar, Dist. Purba Bardhaman, Pin - 713103; hereinafter called the **SECOND PARTNER** (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART. PAN: AUMPB9646D;**

AND

MRS. SUCHISMITA SAMANTA, W/o Mr. Taraknath Samanta, by faith-Hindu, by profession - Business, resident of Golahat, Shakharipukur, P.O. - Sripally, P.S. & Dist. Burdwan, Pin - 713103; hereinafter called the **THIRD PARTNER** (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART. PAN: AMZPS9150J;**

AND

MR. DEBASIS SAMANTA, S/o Mr. Kalicharan Samanta, by faith-Hindu, by profession - Business, resident of Golahat, Shakharipukur, P.O. - Sripally, P.S. & Dist. Burdwan, Pin - 713103; hereinafter called the **FOURTH PARTNER** (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **FOURTH PART. PAN: AVOPS7016H;**

WHEREAS all of the above named parties being jointly and severally referred to hereinafter as **PARTNERS**.

AND WHEREAS the Parties to the **FIRST PART** and one Souvik Mondal have been conducting one Partnership Businesses in the name & style of "**SRADHYA CONSTRUCTION**" (A Partnership Firm incorporated under the Partnership Act, 1932) having its registered office at Jilapibagan,

1, KHALUBILL MATH
BURDWAN DISTRICT
REGD. NO -28/1998

O. Sripally, City & P.S. Barddhaman, Dist. Purba Barddhaman, Pin - 713103

09 AUG 2010

Page 3 of 24



ANNEXURE-'A'

Naru Kripa Bhowmik
Tannim Bhukar
Suchismita Samanta
Abbas Samanta

INDUCTEE PARTNER have duly been approved and acclaimed by all of the partners unanimously.

AND WHEREAS hence for the Parties to this Indenture hereby declare and admit and also acknowledge that the business will continue by the presently existing partners under the same and existing name & style of "**SRADHYA CONSTRUCTION**" (A Partnership Firm incorporated under the Partnership Act, 1932) having its registered office at Jilapibagan, P.O. Sripally, City & P.S. Barddhaman, Dist. Purba Barddhaman, Pin - 713103.

AND WHEREAS the existing Partners being the Party to the FIRST PART, SECOND PART, THIRD PART and FOURTH PART with the intent to continue the said existing business in connection to conducting "*The business relating to various construction and development of building & structure and to sell out the same*" and also the additional, ancillary and collateral object of the Firm is to carry on the Business of Development and Promoting of Immovable and Landed Property and also Civil Construction and also for the purpose of conducting and carrying on all types of ancillary and collateral business in that sector i.e.,

- a) To purchase, acquire, take on lease or in exchange or in any other lawful manner any area, land, building, structures and to turn the same into account, develop the same and dispose of or maintain the same and to build building complexes, housings, apartments, townships, markets or other buildings residential and commercial or conveniences thereon and to equip the same or part thereof with all or any amenities or conveniences, drainage facility, electric, telephonic, television installations and to deal with the same in any manner whatsoever, and by advancing money to and entering into the contracts and arrangements of all kind with builders, tenants and others.
- b) To construct, erect, build, repair, re-model, demolish, develop, improve, grades, curve, pave, macadamize, cement and maintain building, structures, houses, apartments, hospitals, schools, places of worship, highways, roads, paths, streets, sideways, alleys, pavements and to do other similar construction, levelling or paving work, and for these purposes to purchase, take on lease, or



ANNEXURE-'A'

Manoj Kumar Bhattacharyya
NOTARY
1, KHALUBILL MATH
BURDWAN DISTRICT
REGD. NO -28/1996

09 AUG 2018

Nayyapan Bhat.
Pamim Bhat
Suchisneta Samanta
Abhis Samanta.

otherwise acquire and hold any lands and prepare lay-out thereon or buildings of any tenure description wherever situate, or rights or interests therein or connected therewith.

- c) To purchase or otherwise acquire certain lands, houses, buildings and hereditaments, known as the Estate known as the estate or otherwise at any estate in the country and to acquire by purchase, exchange or otherwise either for and estate in fee simple or for any less estate, whether immediate or reversionary, and whether vested or contingent, any other lands tenements and hereditaments of any tenure, whether subject or no to any charges or in cumbrances and to hold or to sell, let alienate, mortgage, charge or otherwise deal with all or any such lands, tenements or hereditaments. To construct, erect and maintain, either by the company or other parties, sewers, roads, streets, gasworks, brick-kilns and works, building, houses, flats, shops and all other works, erections and things of any description whatsoever, either upon the lands acquired by the company or upon other lands and generally to alter and improve the lands and other property of the company. To lend or advance money to builder and other persons on securities of all description whether real or personal and to grant loans upon mortgage of any lands, buildings and hereditaments of whatever tenure, for the improvement thereof or otherwise. To carry on the business of builders architects and surveyors, brick and tile makers, lime-burners, house and estate agents.
- d) To carry on the business as developers and for that purpose to purchase, acquire, own process, buy, sell, re-sell and to traffic in land structures and estates other immovable properties and to develop co-operatives, housing schemes, township and prepare for building sites, constructing, re-constructing, erecting, altering, improving enlarging, developing, decorating and furnishing houses, buildings, hotels, motels, resorts, flats, factories, shops, offices, garages, warehouses, workshops, hospitals, nursing homes, clinics, halls, theatres, palaces etc.



ANNEXURE-'A'

Manoj Kumar Bhattacharyya
NOTARY
1, KHALIBILL MATH
BURDWAN DISTRICT
REGD. NO -28/1998

09 AUG 2010

Nayabon Bhat.
Furim Bhat
Suchismita Samanta
Aban Samanta.

otherwise acquire and hold any lands and prepare lay-out thereon or buildings of any tenure description wherever situate, or rights or interests therein or connected therewith.

- c) To purchase or otherwise acquire certain lands, houses, buildings and hereditaments, known as the Estate known as the estate or otherwise at any estate in the country and to acquire by purchase, exchange or otherwise either for and estate in fee simple or for any less estate, whether immediate or reversionary, and whether vested or contingent, any other lands tenements and hereditaments of any tenure, whether subject or no to any charges or in cumbrances and to hold or to sell, let alienate, mortgage, charge or otherwise deal with all or any such lands, tenements or hereditaments. To construct, erect and maintain, either by the company or other parties, sewers, roads, streets, gasworks, brick-kilns and works, building, houses, flats, shops and all other works, erections and things of any description whatsoever, either upon the lands acquired by the company or upon other lands and generally to alter and improve the lands and other property of the company. To lend or advance money to builder and other persons on securities of all description whether real or personal and to grant loans upon mortgage of any lands, buildings and hereditaments of whatever tenure, for the improvement thereof or otherwise. To carry on the business of builders architects and surveyors, brick and tile makers, lime-burners, house and estate agents.
- d) To carry on the business as developers and for that purpose to purchase, acquire, own process, buy, sell, re-sell and to traffic in land structures and estates other immovable properties and to develop co-operatives, housing schemes, township and prepare for building sites, constructing, re-constructing, erecting, altering, improving enlarging, developing, decorating and furnishing houses, buildings, hotels, motels, resorts, flats, factories, shops, offices, garages, warehouses, workshops, hospitals, nursing homes, clinics, halls, theatres, palaces etc.



ANNEXURE-'A'

Manoj Kumar Bhattacharyya
NOTARY
1, KHALIBILL MATH
BURDWAN DISTRICT
REGD. NO -28/1998

09 AUG 2010

Nayabon Bhui.
Parvina Bhakat
Suchismita Samanta
Abhis Samanta.

2. THAT the Registered office and Place of business and Head Office of the Firm at Jilapibagan, P.O. Sripally, City & P.S. Barddhaman, Dist. Purba Barddhaman, Pin - 713103 and its branches or offices may be open at various other places within the State of West Bengal at the will of the Partners.
3. THAT this Deed of Partnership shall have effect on and from 9th Day of August, 2018.
4. THAT the object of the business is to carry on the "The business relating to various construction and development of building & structure and to sell out the same" and also the additional, ancillary and collateral object of the Firm is to carry on the Business of Development and Promoting of Immovable and Landed Property and also Civil Construction and also for the purpose of conducting and carrying on all types of ancillary and collateral business in that sector i.e.,
 - a) To purchase, acquire, take on lease or in exchange or in any other lawful manner any area, land, building, structures and to turn the same into account, develop the same and dispose of or maintain the same and to build building complexes, housings, apartments, townships, markets or other buildings residential and commercial or conveniences thereon and to equip the same or part thereof with all or any amenities or conveniences, drainage facility, electric, telephonic, television installations and to deal with the same in any manner whatsoever, and by advancing money to and entering into the contracts and arrangements of all kind with builders, tenants and others.
 - b) To construct, erect, build, repair, re-model, demolish, develop, improve, grades, curve, pave, macadamize, cement and maintain building, structures, houses, apartments, hospitals, schools, places of worship, highways, roads, paths, streets, sideways, alleys, pavements and to do other similar construction, levelling or paving work, and for these purposes to purchase, take on lease, or otherwise acquire and hold any lands and prepare lay-out thereon or buildings of any tenure



ANNEXURE-'A'

Masoj Kumar Bhattacharyya
NOTARY
1, KHALUIBILL MATH
BURDWAN DISTRICT
REGD. NO -28/1998

09 AUG 2018

Nandipati Bhunia
Purnima Bhunia
Suchismita Samanta
Debasis Samanta.

description wherever situate, or rights or interests therein or connected therewith.

- c) To purchase or otherwise acquire certain lands, houses, buildings and hereditaments, known as the Estate known as the estate or otherwise at any estate in the country and to acquire by purchase, exchange or otherwise either for and estate in fee simple or for any less estate, whether immediate or reversionary, and whether vested or contingent, any other lands tenements and hereditaments of any tenure, whether subject or no to any charges or in cumbrances and to hold or to sell, let alienate, mortgage, charge or otherwise deal with all or any such lands, tenements or hereditaments. To construct, erect and maintain, either by the company or other parties, sewers, roads, streets, gasworks, brick-kilns and works, building, houses, flats, shops and all other works, erections and things of any description whatsoever, either upon the lands acquired by the company or upon other lands and generally to alter and improve the lands and other property of the company. To lend or advance money to builder and other persons on securities of all description whether real or personal and to grant loans upon mortgage of any lands, buildings and hereditaments of whatever tenure, for the improvement thereof or otherwise. To carry on the business of builders architects and surveyors, brick and tile makers, lime-burners, house and estate agents.
- d) To carry on the business as developers and for that purpose to purchase, acquire, own process, buy, sell, re-sell and to traffic in land structures and estates other immovable properties and to develop co-operatives, housing schemes, township and prepare for building sites, constructing, re-constructing, erecting, altering, improving enlarging, developing, decorating and furnishing houses, buildings, hotels, motels, resorts, flats, factories, shops, offices, garages, warehouses, workshops, hospitals, nursing homes, clinics, halls, theatres, palaces etc.



ANNEXURE-'A'

Manoj Kumar Bhattacharyya
NOTARY
1, KHALUIBILL MATH
BURDWAN DISTRICT
REGD. NO -28/1996

09 AUG 2018

Narayan Kumar
Parvina Bhakat
Suchismita Samanta
Abhinav Samanta

e) To acquire by purchase, lease exchange, hire, reclamation or otherwise and make advances on the security of and deal with or traffic in lands, buildings and hereditaments of any tenure or description and any rights, easements, estate or interest therein or connected therewith and to develop and turn the same to account as may seem expedient, and in particular by laying out and preparing land for building purposes and preparing building sites by using surveying planning, leveling, planting, paving, draining, forming and cultivating land, converting and appropriating any such land into and for road streets, squares, grounds, gardens and other conveniences and by construction, re-constructing, pulling down, altering, improving, decorating, furnishing, holding, managing, administering, controlling and maintaining offices, flats, house, bungalows, colonies, warehouses, water works, buildings, swimming pools, markets, hotels, motels, theatres, and other works, structures, and conveniences of all kinds for residential, commercial, public or industrial purposes and by leasing, letting (on building agreement or otherwise), selling (by installments or otherwise) and otherwise disposing of the same to carry on the business of promoters builders, developers, constructors and contractors.

5. THAT for the purpose of setting up the Firm in order to facilitate the idea and object to carry on the said business, the party to the FIRST PART, the party to the SECOND PART, the party to the THIRD PART, the party to the FOURTH PART have together jointly and unanimously decided to utilize the existing fund of the firm at this stage without contributing any fund towards the further capital of the firm as per books of account. Though the partners will contribute such further amounts toward the capital of the firm in respect of their shares as may be required from time to time. Such contribution towards capital or loan will carry interest @ 18 % p.a. or at such rate as may be allowed under Income Tax Act and the same will be credited to their respective accounts. If parties



ANNEXURE-'A'

Manoj Kumar Bhattacharyya
NOTARY
1, KHALUIBILL MATH
BURDWAN DISTRICT
REGD. NO. 28/1998

09 AUG 2018

Nandkumar Bhattacharya
Purnima Bhattacharya
Suchismita Samanta
Debasis Samanta

are not able to contribute further capital, in that event with the mutual consent of the parties, new Partner may be taken or loan may be taken from any statutory financial authority/organization/financial organization at the consensus decision of the partners.

6. THAT for the purpose of the Business the Partnership Firm shall have the right to take Project Loan as well as Term Loan from bank, Financial Institutions on suitable terms and conditions against mortgage of the properties of the Firm including the Good Will of the Firm.
7. THAT the Partners are unable to introduce further capital, they may take loan from Bank or Financial Institutions or third Parties or from the Partners on suitable terms and conditions as may be mutually agreed upon by the Partners.
8. THAT each of the Partners shall be entitled to interest on capital up to 12% p.a. on their capital contribution. Such interest will be charge against the revenue of the business of the Firm and shall be debited in the Profit & Loss account of the firm.
9. THAT all the partners being the FIRST PARTNER, SECOND PARTNER, THIRD PARTNER, FOURTH PARTNER will act as the Active Partners of the Partnership Firm and those active partners being the FIRST PARTNER, SECOND PARTNER, THIRD PARTNER, FOURTH PARTNER shall employ themselves diligently in the affairs of the Partnership and shall manage the business and for such active participation in the business of the Firm, the active partners being the FIRST PARTNER, SECOND PARTNER, THIRD PARTNER, FOURTH PARTNER shall be entitled to draw remuneration/Salary as per U/S 40(b) of the Income Tax Act 1961 as amended to date and such ratio and amount of salary is mentioned hereinafter and the amount of salary will be same and equal amongst the said Partner being the FIRST PARTNER, SECOND PARTNER, THIRD PARTNER, FOURTH PARTNER.

SALARY OF THE PARTNERS

FIRST PARTNER:- Rs. 5,000/- per Month



ANNEXURE-'A'

Manoj Kumar Bhattacharyya
NOTARY
1, KHALUBILL MATH
BURDWAN DISTRICT
REGD. NO -28/1996

09 AUG 2018

Narugopal Bhakat
Purnima Bhakat
Suchismita Samanta
Debasis Samanta

SECOND PARTNER:- Rs. 5,000/- per Month
THIRD PARTNER:- Rs. 5,000/- per Month
FOURTH PARTNER:- Rs. 5,000/- per Month

As per Section 40(b) of the Income Tax Act 1961 remuneration shall be construed in the manner as prescribed in the Income Tax Act itself.

10. THAT the respective shares of the aforesaid partners of the Firm in the Profits and/or Losses (if any) of the firm shall be as follows:-

<u>Name of the Partner</u>	<u>Profit/Loss</u>
1. MR. NARUGOPAL BHAKAT	27.5 %
2. MRS. PURNIMA BHAKAT	27.5 %
3. MRS. SUCHISMITA SAMANTA	22.5 %
4. MR. DEBASIS SAMANTA	22.5 %
Total Share	100 %

the net profit will mean the gross profit earned in each year less the expenses of the management of the business, including the rent of the premises of the firm out going in respect of the salaries and wages of the staffs. Commission paid to others, and all other expenses incurred in connection with the business and allowed as deduction under the Income Tax Act any expenditure which is not allowed as deduction for the purpose of Income Tax shall be shared and contributed by the parties in the shares mentioned above.

11. THAT the Accounting year of the firm will be from 1st April to 31st March of each Christian Calendar year.
12. THAT 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 all the Partners. If necessary or required by law the account will be got audited by a Chartered Accountant.
13. THAT the Partners may take any person as Partner with proper safe guards and such inclusion of partners must be assented by minimum 2/3rd majority of the quorum present in the meeting of



ANNEXURE-'A'

M. Suchismita Samanta
NOTARY
 1, KHALUIBILL MATH
 BURDWAN DISTRICT
 REGD. NO -28/1998

09 AUG 2018

Nand Kishor Bhattacharya
Purnima Bhattacharya
Suchismita Samanta
Abhishek Samanta

taking such resolution or in case of only Two existing Partners both the Partners must give their assents.

14. THAT all the Partners will be eligible and free to transfer their share in respect of the said firm to each other i.e., the transfer of share of the said firm should be inter-partnership basis and the said Partners will not be authorized to transfer their shares to any outsider or non-partner by any means unless all the existing Partner/s give their consent in written to that effect in regard transferring the share to any outsider otherwise no partner will be free to transfer his share in respect of the said firm to any outsider at any point of time and in that event he may only transfer his share only to the Existing Partner/s of the Partnership Firm.

THAT subject to what is herein otherwise provided, the following clauses will be strictly binding upon all the Partners, i.e.,

- a. Each of the partners hereto shall participate and attend to the business of the firm to the greatest common advantage of the Firm;
- b. Each of the partners hereto shall be just and faithful to each other;
- c. Each of the partners hereto shall render true accounts and full information of all moneys affecting the Firm to the other;
- d. Each of the partners hereto shall indemnify the Firm for any loss caused to it by willful negligence or fraud in the conduct of the business;
- e. Each of the partners hereto shall attend to the business of the Firm diligently and actively;
- f. Each/Any of the partners hereto shall not withdraw any amount for his own profit, benefit or use as remuneration or otherwise without the consent of the other, except to the extent hereinbefore provided;
- g. And every Partner will be entitled to be indemnified by the Firm in respect of payment made and liabilities incurred by him/her;



ANNEXURE-'A'

Manoj Kumar Bhattacharyya
NOTARY
1, KHALUIB'LL MATH
BURDWAN DISTRICT
REGD. NO -28/1996

09 AUG 2018

Narugopal Bhakat
Tarnima Bhakat
Suchismita Samanta
Arbano Samanta

- i. in the usual and proper course of business of the firm and
- ii. in doing any act for protecting the Firm from loss in emergency.

16. THAT all the polity and other decisions, except those relating to day to day business of the Firm will be taken by jointly or by majority of the partners present at the meeting called for the purpose through resolution or by issuing a circular to those available within a reasonable time required but in case of equality of votes. Such decisions will however be binding on all the partners.



17. THAT the Books of accounts and all other record of the Firm 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.

18. THAT all the tangible and intangible assets of the firm including the goodwill, stock, benefit of business licenses and permits, benefits of contracts entered etc. will belong to the Partners in proportion to their respective shares in the profits of the firm and the property of the firm shall be used by the parties exclusively for the business of the Firm.

ANNEXURE-'A'

19. THAT the First Partner being the party to the FIRST PART namely **MR. NARUGOPAL BHAKAT** and the Third Partner being the party to the THIRD PART namely **MRS. SUCHISMITA SAMANTA** amongst the all Partners of the Firm are hereby jointly and together selected and appointed through this Indenture only as the Managing Partners of the Firm.

20. THAT any Partner except the Managing Partners hereto shall not without the consent of the all other Partners

- a. submit any dispute with any other person to arbitration or compromise or relinquish the claim.
- b. withdraw any suit or legal proceedings filed by the Firm.
- c. admit any liability of the Firm.

Manoj Kumar Bhattacharyya
NOTARY

1, KHALUBILL MATH
BURDWAN DISTRICT
REGD. NO -28/1998

09 AUG 2018

Nand K. Pr. Bhattacharya
Purnima Bhattacharya
Suchismita Samanta
Debasis Samanta.


- d. acquire or dispose of any moveable or immoveable property except the stock-in-trade in the ordinary course of business.
- e. enter into partnership or other business unilaterally with any other person.
- f. assign or transfer his share or any interest of the firm.
- g. admit any person as a partner in the Firm.
- h. borrow any moneys for or in their name of the firm or create any security or charge on the assets of the Firm.
- i. enter into any contracts excepts contracts in the regular course of business of the Firm.
- j. stand as a guarantor or surety for any person in the name of the Firm or for and on behalf of the firm.



ANNEXURE-'A'

21. THAT the MANAGING PARTNERS will have the power and status of authorized personnel of the Firm and he will be authorized to do all act by representing the firm and its partners for the benefit and development of the business as well as other concerns of the said firm along with all the other acts mentioned hereinafter:

- a. to execute any documents on behalf of the Firm in respect of any transaction agreed upon by the partners hereto;
- b. to represent the firm while dealing with outside;
- c. to place and make as well as to obtain and receive orders for the business in connection to conducting "The business relating to various construction and development of building & structure and to sell out the same" and also the additional, ancillary and collateral object of the Firm is to carry on the Business of Development and Promoting of Immovable and Landed Property and also Civil Construction and also for the purpose of conducting and carrying on all types of ancillary and collateral business in that sector i.e.,
 - i. To purchase, acquire, take on lease or in exchange or in any other lawful manner any area, land, building, structures and to turn the same into account, develop the same and dispose of or maintain the same and to


Manoj Kumar Bhattacharya
NOTARY
1, KHALLIBILL MATH
BURDWAN DISTRICT
REGD. NO -28/1998

09 AUG 2018

Narayan Bhattacharya
Parvina Bhattacharya
Suchismita Samanta
Debasini Samanta



ANNEXURE 'A'
ANNEXURE 'A'

Manoj Kumar Bhattacharyya
NOTARY

1, KHALUIBILL MATH
BURDWAN DISTRICT
REGD. NO -28/1996

09 AUG 2018

- build building complexes, housings, apartments, townships, markets or other buildings residential and commercial or conveniences thereon and to equip the same or part thereof with all or any amenities or conveniences, drainage facility, electric, telephonic, television installations and to deal with the same in any manner whatsoever, and by advancing money to and entering into the contracts and arrangements of all kind with builders, tenants and others;
- ii. To construct, erect, build, repair, re-model, demolish, develop, improve, grades, curve, pave, macadamize, cement and maintain building, structures, houses, apartments, hospitals, schools, places of worship, highways, roads, paths, streets, sideways, alleys, pavements and to do other similar construction, levelling or paving work, and for these purposes to purchase, take on lease, or otherwise acquire and hold any lands and prepare lay-out thereon or buildings of any tenure description wherever situate, or rights or interests therein or connected therewith;
- iii. To purchase or otherwise acquire certain lands, houses, buildings and hereditaments, known as the Estate known as the estate or otherwise at any estate in the country and to acquire by purchase, exchange or otherwise either for and estate in fee simple or for any less estate, whether immediate or reversionary, and whether vested or contingent, any other lands tenements and hereditaments of any tenure, whether subject or no to any charges or in cumbrances and to hold or to sell, let alienate, mortgage, charge or otherwise deal with all or any such lands, tenements or hereditaments. To construct, erect and maintain, either by the company or other parties, sewers, roads, streets, gasworks, brick-kilns and works, building, houses, flats,


Narayan Bhattacharya
Parvina Bhattacharya
Suchismita Samanta
Abhishek Samanta

shops and all other works, erections and things of any description whatsoever, either upon the lands acquired by the company or upon other lands and generally to alter and improve the lands and other property of the company. To lend or advance money to builder and other persons on securities of all description whether real or personal and to grant loans upon mortgage of any lands, buildings and hereditaments of whatever tenure, for the improvement thereof or otherwise. To carry on the business of builders architects and surveyors, brick and tile makers, lime-burners, house and estate agents;

- iv. To carry on the business as developers and for that purpose to purchase, acquire, own process, buy, sell, re-sell and to traffic in land structures and estates other immovable properties and to develop co-operatives, housing schemes, township and prepare for building sites, constructing, re-constructing, erecting, altering, improving enlarging, developing, decorating and furnishing houses, buildings, hotels, motels, resorts, flats, factories, shops, offices, garages, warehouses, workshops, hospitals, nursing homes, clinics, halls, theatres, palaces etc;
- v. To acquire by purchase, lease exchange, hire, reclamation or otherwise and make advances on the security of and deal with or traffic in lands, buildings and hereditaments of any tenure or description and any rights, easements, estate or interest therein or connected therewith and to develop and turn the same to account as may seem expedient, and in particular by laying out and preparing land for building purposes and preparing building sites by using surveying planning, leveling, planting, paving, draining, forming and cultivating land, converting and appropriating any such



ANNEXURE-'A'


Manoj Kumar Bhattacharyya
NOTARY
1, KHALUIBILL MATH
BURDWAN DISTRICT
REGD. NO -28/1998

09 AUG 2019

Nand Kumar Bhattacharya
Firmine Bhattacharya
Suchismita Samanta
Abhis Samanta

land into and for road streets, squares, grounds, gardens and other conveniences and by construction, re-constructing, pulling down, altering, improving, decorating, furnishing, holding, managing, administering, controlling and maintaining offices, flats, house, bungalows, colonies, warehouses, water works, buildings, swimming pools, markets, hotels, motels, theatres, and other works, structures, and conveniences of all kinds for residential, commercial, public or industrial purposes and by leasing, letting (on building agreement or otherwise), selling (by installments or otherwise) and otherwise disposing of the same to carry on the business of promoters builders, developers, constructors and contractors;



ANNEXURE-'A'

- d. to attain any meeting on behalf of the firm in connection to the business purpose;
- e. to represent the firm in any court matter and for that purpose to sign and declare pleadings, affidavits and other papers;
- f. to appoint Advocates and to do all other things required to be done in that behalf;
- g. to purchase and sell the equipments, accessories, related items & machineries related to the business in connection to conducting "The business relating to various construction and development of building & structure and to sell out the same" and also the additional, ancillary and collateral object of the Firm is to carry on the Business of Development and Promoting of Immovable and Landed Property and also Civil Construction and also for the purpose of conducting and carrying on all types of ancillary and collateral business in that sector i.e., a) To purchase, acquire, take on lease or in exchange or in any other lawful manner any area, land, building, structures and to turn the same into account, develop the same and dispose of or

M.P. Bhattacharyya
NOTARY
1, KHALUIBILL MATH
BURDWAN DISTRICT
REGD. NO -28/1996

Nand K. Pr. Bhanu
Purnima Bhattach
Suchismita Samanta
Abhaya Samanta



ANNEXURE-'A'

maintain the same and to build building complexes, housings, apartments, townships, markets or other buildings residential and commercial or conveniences thereon and to equip the same or part thereof with all or any amenities or conveniences, drainage facility, electric, telephonic, television installations and to deal with the same in any manner whatsoever, and by advancing money to and entering into the contracts and arrangements of all kind with builders, tenants and others; b) To construct, erect, build, repair, re-model, demolish, develop, improve, grades, curve, pave, macadamize, cement and maintain building, structures, houses, apartments, hospitals, schools, places of worship, highways, roads, paths, streets, sideways, alleys, pavements and to do other similar construction, levelling or paving work, and for these purposes to purchase, take on lease, or otherwise acquire and hold any lands and prepare lay-out thereon or buildings of any tenure description wherever situate, or rights or interests therein or connected therewith; c) To purchase or otherwise acquire certain lands, houses, buildings and hereditaments, known as the Estate known as the estate or otherwise at any estate in the country and to acquire by purchase, exchange or otherwise either for and estate in fee simple or for any less estate, whether immediate or reversionary, and whether vested or contingent, any other lands tenements and hereditaments of any tenure, whether subject or no to any charges or in cumbrances and to hold or to sell, let alienate, mortgage, charge or otherwise deal with all or any such lands, tenements or hereditaments. To construct, erect and maintain, either by the company or other parties, sewers, roads, streets, gasworks, brick-kilns and works, building, houses, flats, shops and all other works, erections and things of any description whatsoever, either upon the lands

Manoj Kumar Bhattacharya
NOTARY
1, KHALUIBILL MATH
BURDWAN DISTRICT
REGD. NO-28/1996

09. AUG 2018

Nand Kumar Bhattacharya

Purnima Bhattacharya

Suchismita Samanta

Abhinav Samanta

acquired by the company or upon other lands and generally to alter and improve the lands and other property of the company. To lend or advance money to builder and other persons on securities of all description whether real or personal and to grant loans upon mortgage of any lands, buildings and hereditaments of whatever tenure, for the improvement thereof or otherwise. To carry on the business of builders architects and surveyors, brick and tile makers, lime-burners, house and estate agents; d) To carry on the business as developers and for that purpose to purchase, acquire, own process, buy, sell, re-sell and to traffic in land structures and estates other immovable properties and to develop co-operatives, housing schemes, township and prepare for building sites, constructing, re-constructing, erecting, altering, improving enlarging, developing, decorating and furnishing houses, buildings, hotels, motels, resorts, flats, factories, shops, offices, garages, warehouses, workshops, hospitals, nursing homes, clinics, halls, theatres, palaces etc; e) To acquire by purchase, lease exchange, hire, reclamation or otherwise and make advances on the security of and deal with or traffic in lands, buildings and hereditaments of any tenure or description and any rights, easements, estate or interest therein or connected therewith and to develop and turn the same to account as may seem expedient, and in particular by laying out and preparing land for building purposes and preparing building sites by using surveying planning, leveling, planting, paving, draining, forming and cultivating land, converting and appropriating any such land into and for road streets, squares, grounds, gardens and other conveniences and by construction, re-constructing, pulling down, altering, improving, decorating, furnishing, holding, managing, administering, controlling and marinating offices, flats, house, bungalows, colonies, warehouses,



ANNEXURE-'A'

M.K. Bhattacharya
NOTARY
1, KHALUIBILL MATH
BURDWAN DISTRICT
REGD. NO -28/1998

09 AUG 2010

Narugopal Bhakat
Parvina Bhakat
Suchismita Samanta
Debasis Samanta.

water works, buildings, swimming pools, markets, hotels, motels, theatres, and other works, structures, and conveniences of all kinds for residential, commercial, public or industrial purposes and by leasing, letting (on building agreement or otherwise), selling (by installments or otherwise) and otherwise disposing of the same to carry on the business of promoters builders, developers, constructors and contractors.

h. to do all acts and things required for the business of the firm except those which are required to be done with the consent of the other active partners under these presents.



That all the working staff such as clerks, peons, accountants, cashier, worker, labours, mason, attendant, secretary and all others staffs will be appointed by the Managing Partner and their wages and salaries and other emoluments will be fixed by mutual consent of the parties.

23. That each of the Partners of the firm shall be deemed to be a fully authorized agent in relation to one another and/or to the Firm (as such) with regard to and in respect of every *bona-fide* activity connected with the ordinary business of the Partnership and each of them shall have full and equal right and power over and in respect of the policy, control and management of this partnership concerned jointly as well as severally and the Partnership firm shall continue indefinitely unless determined by the Partners.

24. That the Bank account/accounts of the Firm may be opened at any Nationalized and/or Private and/or Public Bank and the said bank account/accounts shall be maintained with any Bank/Banks functioning in India for smooth running of the business of the Firm and all Bank account/accounts shall be operated jointly by First Partner being the party to the FIRST PART namely **MR. NARUGOPAL BHAKAT** and the Third Partner being the party to the THIRD PART namely **MRS. SUCHISMITA SAMANTA** who will together and jointly operate the said account/s of the Firm.

ANNEXURE-'A'


Manoj Kumar Bhattacharya
NOTARY
1, KHALUIBILL MATH
BURDWAN DISTRICT
REGD. NO -23/1996


09 AUG 2018

Naraj Kumar Bhattacharya
Parvina Bhattacharya
Suchismita Samanta
Arbasia Samanta.

25. That if any of the partners hereto wants to sever his connection with the firm he can do so by giving two calendar month's notice to the other partners.
26. That the Firm shall not be responsible for any personal debt or liability of any of the Partners.
27. That the Partnership is a Partnership at will and can be dissolved by mutual consent of all the Partners.
28. That usual books of accounts shall be kept properly posted and shall not be removed from the place of business without the consent of the partners. That each of the partners shall at all reasonable hours of day and night be entitled to freely inspect, examine and/or take copies of all accounts, documents records, papers etc. relating to this partnership either personally or through some agents authorized in writing in this behalf.
29. That the accounting year of the firm shall be closed on 31st March every year.
30. That none of the aforesaid Partners be entitled to transfer, alienate, charge and/or otherwise encumber in favour of any outsider any part or whole of his interests in the Firm except with the previous written consent of the other Partners otherwise no partner will be free to transfer his share in respect of the said firm to any outsider at any point of time and he may only transfer his share only to the Partners of the Partnership Firm.
31. That notwithstanding any contrary provisions contained in these presents, it shall be open to the above named partners in the event of unanimity amongst themselves.
 - a. To alter, postpone, cancel or modify any of the provisions set forth herein;
 - b. To close or open branches or new business either by themselves or in partnership with other individuals to admit any new partner or partners to this firm and settle terms and conditions thereof.



ANNEXURE-'A'


Naraj Kumar Bhattacharya
NOTARY
1, KHALUIBILL MATH
BURDWAN DISTRICT
REGD. NO -28/1996

09 AUG 2018

Navin Kumar Bhunia
Purnima Bhattacharya
Suchismita Samanta
Debasis Samanta

32. That in the event of the death of any one of the parties the firm shall not be dissolved but the deceased partner's a legal heir shall step in and enter into the firm as Partner.
33. That in all other matters not expressly provided herein, the Partnership and its business shall be regulated by the Provisions of Indian Partnership Act, 1932.
34. That if any partner retires from the partnership, an account will be made of the assets and profits or losses of the Firm since the end of the last accounting year till the date of retirement and his share therein will be ascertained in each and the same will be paid to him in lump or in such installments as may be agreed upon or in the absence of agreement as the majority may decide and for such act or action or deed the time limit should of 6 months.
35. That on dissolution of the partnership hereby created accounts will be made all assets, debts and liabilities and subject to payment of the debts and liabilities, the net assets excluding the goodwill will be distributed among the existing partner as per their investment ratio. On dissolution the goodwill of the firm will exclusively devolved upon the party of the FIRST PART and party of the THIRD PART and in that regard nobody can agitate.
36. That in case of death of any partner the Firm will not dissolve, in place of deceased partner, his legal heirs will be substituted as partner according to the share of the deceased partner.
37. That if any dispute or difference shall arise amongst the parties hereto touching the business of the firm or interpretation of any provisions hereof or otherwise, however relating to the Firm and its business the same shall be referred to arbitration as per the Arbitration and Conciliation Act whereas the decision of the said Arbitrator will final and binding upon all the Parties and the arbitration shall be governed by the Arbitration and Conciliation Act for the time being in force and no dispute will be referred to any Court of Law without referring the said dispute to Arbitration.



ANNEXURE-'A'

Manoj Kumar Bhattacharyya
NOTARY
1, KHALUIBILL MATH
BURDWAN DISTRICT
REGD. NO -28/1998

IN WITNESSES WHEREOF, the above named PARTIES and WITNESSES after knowing the purpose and meaning of this deed, made over

09 AUG 2018

Nandipati Bharti
Jumina Bhakat
Suchismita Samanta
Sebanis Samanta

and read over to them by the witnesses in their another tongue and after satisfaction put their signatures in good health and open mind on 9th Day of August, 2018.



Nandipati Bharti
SIGNATURE OF THE FIRST PARTNER

Jumina Bhakat
SIGNATURE OF THE SECOND PARTNER

Suchismita Samanta
SIGNATURE OF THE THIRD PARTNER

Sebanis Samanta
SIGNATURE OF THE FOURTH PARTNER

2.

ANNEXURE-'A'

Signed in my Presence & Attested by me.

Advocate

Manoj Kumar Bhattacharya
09/08/18 NOTARY
1, KHALIBILL MATH
BURDWAN DISTRICT
REGU. NO-28/1996

Drafted by me & typed in my Office

Rajdeep Goswami
Advocate
Burdwan Dist. Judges Court

Signatures of the Executent/s
Attested on Identification

Manoj Kumar Bhattacharya
NOTARY
BURDWAN DISTRICT
REGN. NO.-28/1996

09 AUG 2018