

SL. No. 5 of 26/7/2018

# Notarial Certificate



TO ALL MEN THESE PRESENTS SHALL Come, I SARBANI MITRA appointed by the Govt. of India as a NOTARY being authorized to practice as such in the District of KOLKATA In the State of West Bengal within union of India, do hereby verify, authenticate, certify, attest as under the execution of the instrument, do hereby declare that the paper writing collectively Market 'A' annexed hereto hereinafter called the paper WRITINGS "A" are presented before me by the Executants(S).

*of East-India Construction,*  
*of 153, S.H.C.B. Sarani,*  
*holding no- 153/6 (N), P.S- Dum Dum,*  
*Kolkata- 700074, Dist- North-24 Pgs.*

herein after referred to as the executants (s) on this 26th days of July Two thousand eighteen

The executant (s) having admitted the Execution of the "PAPER WRITINGS A" in respective hand (s) in the presence of the witnesses who as such subscribe (s) Signature (s) thereon and being satisfied as to the identity of the Executant (s) and the said execution of the "PAPER WRITING A" and satisfy that the said execution is in the respective hand (s) of the executant (s).

AN ACT WHEREOF being required of a NOTARY, I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as need and occasion shall or may require.

Notarial Stamp on original

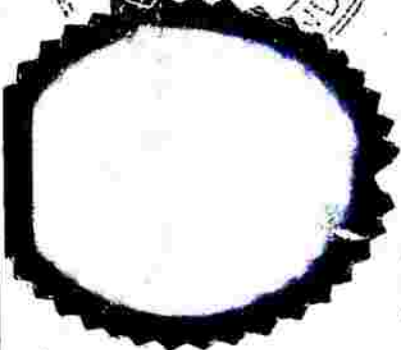
IN FAITH AND TESTIMONY WHEREOF I, the said NOTARY PUBLIC, have hereunto set and subscribed my hand and affix my Notarial seal of Office at Sealdah Court at Sealdah in the Dist. at Kolkata on this 26th day of July Two thousand eighteen

*Sarbani Mitra*  
**SARBANI MITRA**

NOTARY  
Govt. of India  
Regn. 5515/08

SEALDAH COURT

*Am*  
**S. MITRA**  
NOTARY Regd. No.-5515/08  
Govt. of India





পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AA 260527



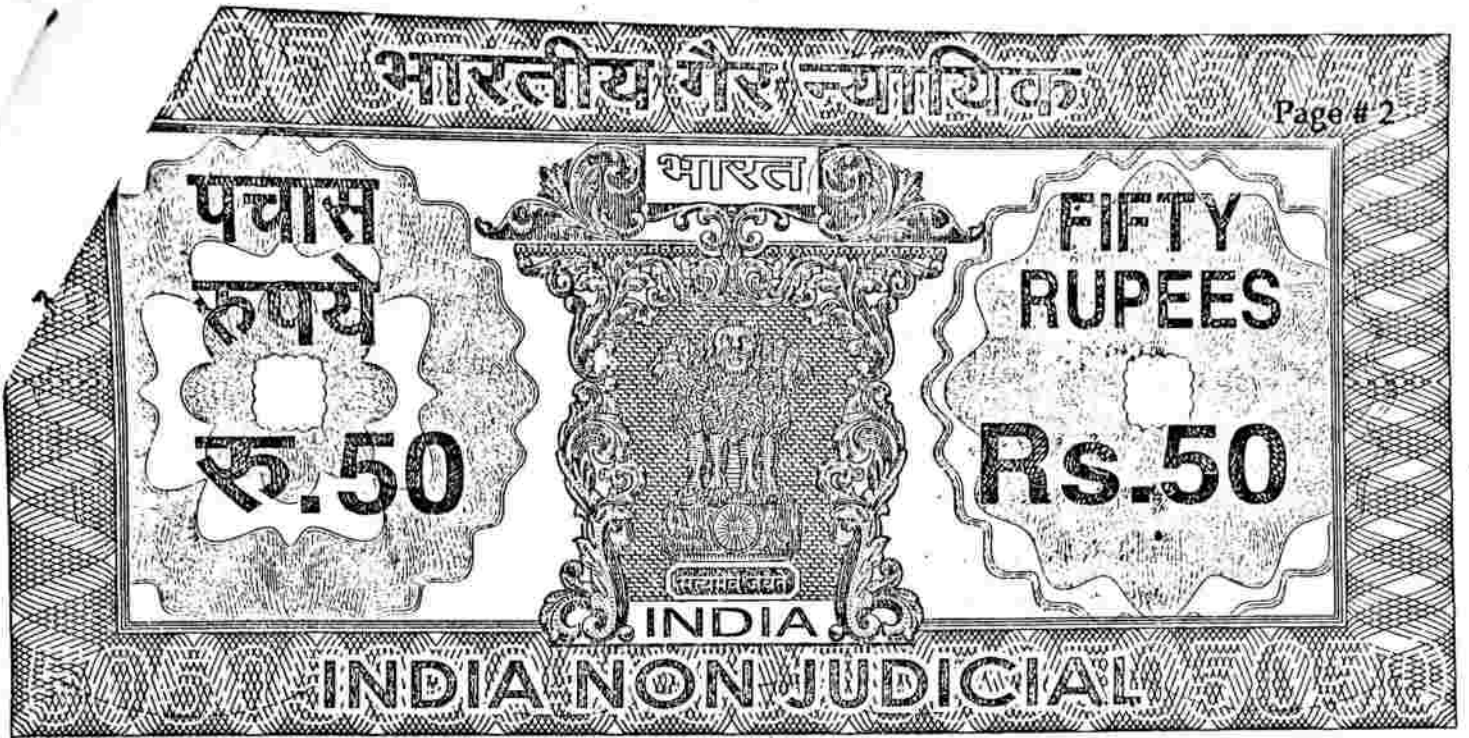
Con/1781

## DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made on this 25<sup>th</sup> day of July Thousand and Eighteen [2018] BETWEEN SANJIB HALDER, son of Late Lal Mohan Halder, by faith – Hindu, by occupation – Business, residing at 153, S.H.K.B. Sarani, P.S. Dum Dum, Kolkata – 700074, hereinafter called the **FIRST PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrator, representatives and assigns) of the **FIRST PART.**

  
S. MITRA  
NOTARY Regd. No.-5515/09  
Govt. of India  
SEALDAH COURT  
KOLKATA

26 JUL 2018




पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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AND

**PRNOB GHOSH**, son of Indu Bhusan Ghosh, by faith – Hindu, by occupation – Business, residing at 3221, M.C. Garden Road, P.S. Dum Dum, Kolkata – 700 030, hereinafter called the **SECOND PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrator, representatives and assigns) of the **SECOND PART**.

  
S. MITRA  
NOTARY Regd. No.-5515/08  
Govt. of India  
SUDDER COURT  
KOLKATA.

26 JUL 2018



AND

**SANJIT BISWAS**, son of Late Narayan Biswas, by faith – Hindu, by occupation – Business, residing at Sarada Polli, P.O. Gouranga Nagar, P.S. New Town, Ghuni (CT), District - North 24 Parganas, Pin- 700157, hereinafter called the **THIRD PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrator, representatives and assigns) of the **THIRD PART**.

AND

**DEBRAJ KUNDU**, son of Swapan Kumar Kundu, by faith – Hindu, by occupation – Business, residing at 106, M.C. Garden Road, P.S. Dum Dum, Kolkata – 700030, hereinafter called the **FOURTH PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrator, representatives and assigns) of the **FOURTH PART**.

AND

**DIPAK PAUL CHOUDHURY**, son of Late Sudhendu Paul Choudhury, by faith – Hindu, by occupation – Business, residing at 17/1, Ananda Mohan Bose Road, P.O. Motijheel, P.S. Dum Dum, Kolkata – 700 074, hereinafter called the **FIFTH PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrator, representatives and assigns) of the **FIFTH PART**.

AND

**UJJAL KANTI DAS**, son of Late Khitish Chandra Das, by faith – Hindu, by occupation – Business, residing at 19/2, K.B. Sarani, P.S. Dum Dum, Kolkata - 700080, hereinafter called the **SIXTH PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrator, representatives and assigns) of the **SIXTH PART**.

AND

**AVIJIT KUMAR DAS**, son of Late Khitish Chandra Das, by faith – Hindu, by occupation – Business, residing at 19/2, K.B. Sarani, P.S. Dum Dum, Kolkata - 700080, hereinafter called the **SEVENTH PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrator, representatives and assigns) of the **SEVENTH PART**.

WHEREAS the partners herein are carrying on business under the name and style of “**EAST INDIA CONSTRUCTION**” having its office at 153, S.H.K.B. Sarani, Holding No.153/6 (N), P.S. Dum Dum, Kolkata – 700074, District - North 24-Parganas.

AND WHEREAS the partners have expressed their desires to work as working partners of the firm.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS: -

1. That the name and style of the partnership firm shall be continued as “**EAST INDIA CONSTRUCTION**”, and the principal place of business or having its office at 153, S.H.K.B.



Sarani, Holding No.153/6 (N), P.S. Dum Dum, Kolkata – 700074, District - North 24-Parganas, however that the partners shall have the option to change the address or to open / close any branch or branches which will be decided mutually.

2. The partnership has started with effect from the date of execution of this deed.
3. That the nature of the partnership business shall be that of promoters, developers, construction, general order supplier/Material supplier, labour contractor and other allied works and by consent the parties may embark upon any other business.
4. That the partnership is a partnership at will.
5. That the capital of the partnership business consists of Rs.3,50,000/- (Rupees three lakh fifty thousand) only paid by the parties in the manner as follows: -

i) SANJIB HALDER (First Party)	- Rs.50,000/-
ii) PRONOB GHOSH (Second Party)	- Rs.50,000/-
iii) SANJIT BISWAS (Third Party)	- Rs.50,000/-
iv) DEBRAJ KUNDU (Fourth Party)	- Rs.50,000/-
v) DIPAK PAUL CHOUDHURY (Fifth Party)	- Rs.50,000/-
vi) UJJAL KANTI DAS (Sixth Party)	- Rs.50,000/-
vii) AVIJIT KUMAR DAS (Seventh Party)	- Rs.50,000/-

6. (a) That interest on Capital at the rate of 12% per annum or as may be prescribed under Section 40(b)(iv) of the Income Tax Act, 1961 or any other applicable provisions as may be in force in the Income Tax assessments of the Partnership firm for the relevant accounting period shall be payable to the Partners on the amount standing to the credit of the account of the Partners.

(b) However, in case of loss or lower income, the rate of interest can be lower than 12%, as may be agreed to by and between the Partners from time to time.

7. (a) The Partnership shall have one or more Bank Accounts with any Bank / Banks which may be agreed upon by the Partners from time to time which Account(s) shall be operate any two jointly by Sanjib Halder, Pronob Ghosh and Ujjal Kanti Das the First, Second and Sixth Party herein out of the all partners herein.

(b) The above signatories (any two of Sanjib Halder, Pronob Ghosh and Ujjal Kanti Das) of the Bank Account(s) shall be entitled to Deposit or Withdraw Cash, Deposit or Draw Cheque(s), request the Bank(s) for issue of Demand Draft(s)/Bankers' Cheque/Letter(s) and do any or all acts or things (including signing of all Agreements and Documents) as may be necessary for the safe operation the Bank Account(s).

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NOTARY Regd. No.-5515/08  
Govt. of India  
SEALDAH COURT  
KOLKATA

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8. That the firm may take Loan from any Private Company, Individual(s), Body Corporate(s), Financial Institution(s) or Bank(s) on terms suitable to the firm with the mutual agreement of all the Partners.

9. The financial year of the Partnership firm shall be computed from the 1st day of April to the 31st day of March following every year.

10. (a). That all the partners have agreed to render whole time services needed to be performed as working partners of the firm.

(b) The services included are related to any day-to-day affairs of the firm.

(c) That the parties shall be entitled to draw salary and/or remuneration per month from the partnership and the amount should be settled on mutual consent of the parties herein and the same also will be record in the Books of Accounts of the firm. The partners shall be entitled to take drawings from the partnership firm if require, as per the mutual consent of the partners.

(d) The said working partner shall not be entitled to draw any remuneration in the accounting period which the partnership firm has suffered loss on the basis of the "income" as computed under the provision of Income Tax Act, 1961, referred to (b) above;

(e) The remuneration payable to the above working partners shall be credited to their respective account of the close of the accounting period when final account of the partnership will be computed and the amount of remuneration shall fall due to them as determined in the above manner;

f) The partners shall be entitled to increase or reduce the above salary and/or remuneration and may agree to pay remuneration to other working partner.

11. That **Sanjib Halder, Pronob Ghosh and Ujjal Kanti Das** the First Party, Second Party and Sixth Party respectively herein will sign jointly in all Agreements, Deed of Conveyances and all other documents / papers on behalf of the partnership firm.

12. That the usual Books of accounts shall be maintained and the same shall be kept in the business place or in places where transaction entered relating to the partnership business, at the end of the year books of accounts shall be closed and adjusted according to mercantile system of accountancy, profit and loss account and balance sheet shall be drawn up within the stipulated time in each and every year permitted under the law.

13. That the partners shall sustain profit and loss in the following proportion: -

- i) SANJIB HALDER (First Party) - 15%
- ii) PRONOB GHOSH (Second Party) - 15%

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- iii) SANJIT BISWAS (Third Party) - 15%
- iv) DEBRAJ KUNDU (Fourth Party) - 18%
- v) DIPAK PAUL CHOUDHURY (Fifth Party) - 07%
- vi) UJJAL KANTI DAS (Sixth Party) - 15%
- vii) AVIJIT KUMAR DAS (Seventh Party) - 15%

14. Any sum which may be required carrying the partnership business may be paid by any of the partners and the same shall carry interest at such rate or rates as provided in clause 16 hereunder written.

15. Taxable Income/Lose of the firm other than long term capital gain / lose taxable under sec.112 of the Income Tax Act, 1961 or any amendment or modification thereof shall be determined after providing for all outgoing expenses and losses but before charging any interest or remuneration payable to the partners of the firm. The profit arrived at as stated above shall be the sake of brevity be referred to as "Operation Book Profit" of the Firm.

16. Simple interest shall be payable to the partners at the maximum rate of interest allowed under sec. 40(b) (iv) of the Income Tax Act, 1961 on the amounts standing to their credit and in case the interest payable to the partners shall exceed the operating Book Profit of the firm or be less than more, However the interest shall be payable for the period prior to the date of execution of the Deed.

In case the total interest payable to the partners calculated at the maximum rate allowed under the Act exceed the Operating Book Profit then the total interest payable shall be restricted to the amount of operating Book Profit and interest payable to each partner shall be calculated as follows :-

Interest payable to each partner at specified rate	Operating Book Profit Total interest payable at specified rate
----------------------------------------------------	-------------------------------------------------------------------

17. The balance of profit left out of operating book profit after charging interest, payable as per clause 15 as above, hereinafter referred to as 'Balance of Profit' shall be payable as remuneration to the working partner of the firm at such rate as it is allowable under the Income Tax Act, 1961 as deductible expenses subject to restriction that in no case the remuneration so payable shall exceed the amount of balance of profit and in case of loss no remuneration be payable to the partners, however no remuneration shall be payable to the partners. However no remuneration shall be payable for the period failing before the date of execution of the deed but in case the balance of profit is not more minimum remuneration allowed by the Income Tax Act, 1961 the whole the working partners irrespective of the date of the Deed.

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18. At the end of the accounting year, a general account of all assets and liabilities and transaction of the firm be taken and net profit or loss shall be determined after charging interest and remuneration payable to the partners as specified above after taking into consideration all expenses and losses and income and gains including capital gain/loss and the same shall be distributed amongst the partner.

19. That all the partners shall be just and faithful to each other and shall render true and correct account and full information of all things or matter relating to or affecting the firm.

20. Each Partner shall –

- (a) Attend to the work of the firm faithfully and diligently.
- (b) Forthwith pay all Moneys, Cheques and Negotiable Instruments received by him/her on account of the firm into the firm's Bank Account(s).
- (c) Be just and faithful to the other Partners and at all times give him full information and explanations of all matters relating to the affairs of the Partnership business and afford every assistance in his power in carrying on the business for their mutual benefit.
- (d) Punctually pay his separate debts and indemnify to the other Partners and the Assets of the firm against the same and all expenses on account thereof.

21. That without the consent of the other partners in writing the any partner shall not do the following things :-

- (a) Lend money or give credit or have any dealing on behalf of the partnership firm with any person or company with whom the other partner previously for-bidden him to trust.
- (b) Give any Security or Promise for the payment of money on account of the firm unless in the ordinary course of business.
- (c) Dispose of his share of interest in the Partnership business and its Assets by way of sale or mortgage or lien or otherwise to any third Party.
- (d) Enter into any agreement or arrangement in respect of his/her share of interest in the firm.
- (e) Sale, mortgage and assign or in any manner transfer his/her share of the firm.
- (f) Open any bank account on behalf of the firm in his/her own name.
- (g) Transfer by sale or otherwise any fixed assets of the firm.
- (h) Engage into any business on behalf of the firm, which is speculative in nature.





22. That new Partner(s) may be taken into if it is required for the business, subject to the consent of all the existing Partners in writing.
23. That by mutual consent of agreement in writing the parties hereto may change, modify and/or amend any of the terms and conditions thereof whenever necessary for the purpose of the partnership Business hereof and may enter into any separate agreement for conduct of the affairs of the Business include appointment or workers/staff and therein disciplinary matters and such other matter or matters as may be considered necessary.
24. That the partnership business shall be continuing one and in case of any partner dies, his legal heirs or heiress may join the business with serving partner and may carry on the business with such terms and conditions they may agree upon.
25. That the partnership business hereof shall be a continuing one and in case any partners retire from the business of the partnership the remaining partners shall continue the partnership business or may take new partner or partners in the place of retired partner.
26. All staffs to be maintained including typist, bill clerk, peon, computer operator and maintenance of the computer, all appointments and dismissals, fixation of salaries, bonus, retirement benefits etc. shall be done by all the partners jointly.
27. Any dispute or difference which may arise between the partners or their heirs and representatives or between the firm and a partner with regard to the construction meaning and effect of this Deed or respecting accounts profits or losses of the business of the firm or the rights or liabilities of the partners hereunder or the dissolution or winding up of the business or any other matter relating to the firm shall be referred to arbitration and this clause shall be deemed to be the submission and/or reference to the Arbitrator or the procedure for appointment of the Arbitrator within the meaning of the Arbitration and Conciliation Act 1996 including any statutory modification thereof.
28. That any other terms and conditions not mentioned herein specifically shall be governed by the Indian Partnership Act. 1932 or any other statutory modification there under.
29. All other matter for which no provision is made in this deed shall be decided by the partners



IN WITNESSETH WHEREOF the Parties have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED SEALED AND DELIVERED

At Kolkata in presence of: -

1.

2.

*Sanjib Halder*  
(Sanjib Halder)

Signature of the First Party

*Pronob Ghosh*  
(Pronob Ghosh)

Signature of the Second Party

*Sanjit Biswas*  
(Sanjit Biswas)

Signature of the Third Party

*Debraj Kundu*  
(Debraj Kundu)

Signature of the Fourth Party

*Dipak Paul Choudhury*  
(Dipak Paul Choudhury)

Signature of the Fifth Party

*Ujjal Kanti Das*  
(Ujjal Kanti Das)

Signature of the Sixth Party

*Avijit Kumar Das*  
(Avijit Kumar Das)

Signature of the Seventh Party

Identified & Drafted by:

*Abhik Sarkar*  
Abhik Sarkar  
(Advocate)  
High Court at Kolkata

*S. Mitra*  
S. MITRA  
NOTARY Regd. No.-5515/08  
Govt. of India  
SEALDAH COURT  
KOLKATA