

Sl. No. 09/17

# Notarial Certificate

To all to whom these present shall come, I, Kamal Kumar Paul duly appointed by the Government of India as Notary and practising within the city of Kolkata. W.B. Union of India do hereby certify that the paper writings collectively marked 'A' annexed hereto, hereinafter called the paper writings. 'A' are presented before me.

*Executed by Bapi Lalra & others of 408 M.G. Road  
Hasidulfer Kot-89 as per the same* Original Testimony

hereinafter referred as the "executant/s" on the ..... 10 JUL 2017 ..... day of ..... in the year Two Thousand ✓

The "executant/s" having admitted the execution of the paper writings "A" and being satisfied as to the identity of the executant I attested the execution.

In faith and testimony whereof, I, the said Notary, have hereinto subscribed my name and affixed my seal of office this ..... of ..... 10 JUL 2017 ✓



*Kamal Kumar Paul*  
July, 10th, 2017

**Notary**  
Regd. No. 2700/04  
Govt. of India  
CMM's Court  
2 & 3 Bankshall Street  
Kolkata - 700 001

10 JUL 2017



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL



DEED OF PARTNERSHIP

THIS DEED of Partnership is made at Kolkata on this 1<sup>st</sup> day of July, 2017 by and between: 1.) *Sri Bapi Patra* aged about 34 years, son of Late Madhu Patra, by Faith: Hindu, Occupation – Business, PAN- AWGPP4376E, resident of 89/40, Ramchandrapur, P.O.- R C Thakurani, P.S.- Haridevpur, Kolkata - 700104 (Hereinafter to be called the First Party) , 2.) *Sri Avijit Ghosh* aged about 32 years, son of Anup Ghosh, by Faith: Hindu, Occupation – Business, PAN- BFFPG3844D, resident of 408, Mahatma Gandhi Road, PO. & Ps. - Haridevpur, Kolkata – 700082 (Hereinafter to be called the Second Party),

KAMAL KUMAR PAUL  
NOTARY GOVT. OF INDIA  
Regd. No. 2700/04  
C.M.'s. Court  
7 & 3 Bankshall Street  
Kolkata-700 001

10 JUL 2017



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



3.) Sri Arunava Roy Chowdhury aged about 33 years, son of Late Mahendra Nath Roy Chowdhury, by Faith: Hindu, Occupation – Business, PAN- AGPPC4240D, resident of 66, Jibon Mohini Ghosh Park, PO & PS - Haridevpur, Kolkata - 700082 (Hereinafter to be called the Third Party).

KAMAL KUNAR PAUL  
NOTARY GOVT. OF INDIA  
Regd. No. 2700/04  
C.M.M's. Court  
1 & 3 Bankswali Street  
Kolkata-700 001

WHEREAS the parties to this deed have been carrying on the business of *Construction* under the name and style of *M/s. Lokenath Construction* with its principal place of business at *408, Mahatma Gandhi Road, PO. & PS.- Haridevpur, Kolkata – 700082*, on the terms and conditions incorporated in the Partnership Deed *Agreement* effected on *01.07.2017*.



AND WHEREAS vital amendments have been made by the Finance Act, 2011 in the procedure for assessment of firm. Consequent to the said amendment, the parties to this deed had a meeting and have orally and mutually agreed to amend and alter some of the terms and conditions contained in the aforesaid partnership deed with effect from *01.07.2017*.

AND FURTHER WHEREAS the parties to this deed have been carrying on the above said business in partnership on the terms and conditions orally and mutually agreed amongst them as aforesaid.

AND NOW WHEREAS the parties to this deed desire that the terms and conditions on which they have been carrying on the above said business in partnership since *01.07.2017* and propose to continue in future be reduced to writing to avoid future difficulties or misunderstanding.

NOW, THEREFORE THIS DEED WITNESSETH as under, incorporating the aforesaid amendment / alteration in the terms and conditions of the partnership:

1. That the partnership business has been and shall continue to be carried on under the name and style of *M/s. Lokenath Construction*.
2. That the partnership business has been and shall continue to be that of *Construction* under the name and style of *M/s. Lokenath Construction* with its principal place of business at *408, Mahatma Gandhi Road, PO. & PS.- Haridevpur, Kolkata – 700082*. The parties by mutual consent may carry on business at such other place or places, in such other name or names and of such other nature or natures, as they may deem fit and proper from time to time.
3. All the parties will invest *Rs.50,000/-* each as their Capital investment. Further capital, loans or deposits looking to the needs/requirements of the partnership firm shall be arranged, invested or contributed by the partners.
4. That interest 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 assessment of the partnership firm for the relevant accounting period or at a lower rate as may be agreed to by and

**NAMAL KUMAR PAUL**  
NOTARY GOVT. OF INDIA  
Regd. No. 2700/04  
C.M.M.'s Court  
2 & 3 Bankshall Street  
Kolkata-700 001

10 JUL 2017



between the parties from time to time shall be paid to the partners or credited to the partners on the amount standing to the credit of the account of the partners.

Such interest shall be considered as an expenditure of the firm and shall be debited to the Profit & Loss Account of the firm before arriving at the divisible profit or loss. The interest to persons other than partners shall be paid or credited to their accounts at the rate or rates as may be agreed to by and between the partners and such persons from time to time.

5. That the parties have agreed to keep them actively engaged in conducting the affairs of the business of the partnership firm. The said partners shall be working partners. It is hereby agreed to that in consideration of the said parties keeping themselves actively engaged in the business of the partnership firm and working as working partners, shall be entitled to remuneration.

The remuneration payable to the said working partners shall be computed in the manner laid down or deduction under section 40(b)(v), read with Explanation 3 of the Income-tax Act, 1961 or any other applicable provision as may be in force in the income-tax assessment of the partnership firm for the relevant accounting year. Such amount of remuneration shall be distributed between the said working partners in the following proportion:

- A. *Sri Bapi Patra* - 34 per cent of such amount
- B. *Sri Avijit Ghosh* - 33 per cent of such amount
- C. *Sri Arunava Roy Chowdhury* - 33 per cent of such amount

The partners shall be entitled to increase or reduce the above remuneration and may agree to pay remuneration to other working partner or partners as the case may be. The partners may also agree to revise the mode of calculating the above said remuneration as may be agreed to by and between the partners from time to time.

6. That the parties hereto shall be true and faithful to each other and shall not do or cause to be done anything which may be detrimental to the interest of the firm.

7. That the parties shall keep or cause to be kept proper books of account and documents and shall make entries therein of all receipts, payments and other matters as is usually done and entered in the books of account kept by persons engaged in business similar to that of the firm. Each partner shall have a right to have access to and to inspect and take copy of the same.

8. That the partnership has been and shall be a partnership at will.

**KAMAL KUMAR PAUL**  
NOTARY GOVT. OF INDIA  
Regd. No. 2700/04  
C.M.M's. Court  
2 & 3 Bankshall Street  
Kolkata-700011

0 JUL 2017



9. That the net profit of the partnership firm after deduction of all expenses including rent, salaries, other establishment expenses, interest and remuneration payable to the partners in accordance with this deed of partnership or any supplementary deed as may be executed by the partners from time to time, shall be divided and distributed amongst the partners in the following proportion:

Sl.No.	Name of Party	Share in profits/Loss
1.	<i>Sri Bapi Patra</i>	34%
2.	<i>Sri Avijit Ghosh</i>	33%
3.	<i>Sri Arunava Roy Chowdhury</i>	33%

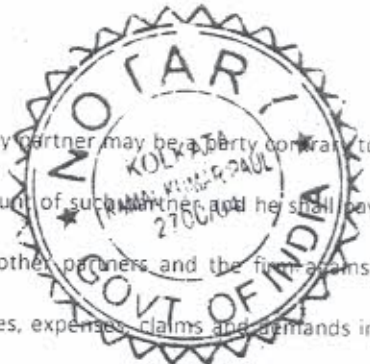
The losses, if any, including loss of capital suffered in any year shall also be apportioned in the above said proportion.

10. That the bank account or accounts have been and shall be maintained in the name of the firm and shall be operated jointly or individually, as the case may be by the partners.
11. That the books of account shall be closed on 31st day of March each year. The net profit or loss after deducting all expenses, interest, remuneration, and outgoings shall be divided between the parties in proportion to the sharing ratio referred to hereinabove.
12. That notwithstanding anything contained in the Indian Partnership Act it is hereby mutually agreed to by and between the parties that in case of death of any one or more partners, the firm shall not be dissolved but shall continue to be carried on by and between the surviving partners and legal heirs and/or representatives of the deceased partner, as a continuing concern, on the same terms and conditions as incorporated in this Deed or on such terms and conditions as may be agreed to by and between them from time to time. It is hereby further clarified that it shall be deemed as change in constitution and not succession.
13. That with respect to any matter connected with the affairs of the firm, which is not specifically provided for herein, the partners may make such agreements therefore and may set in such manner with regard thereto as may be agreed upon by and between them.
14. That if the partners deem proper and in their interest, they may admit any other person or persons as partners on the terms and conditions as may be mutually agreed amongst themselves.
15. That the partners to this deed are partners in their partnership firm styled as *M/s. Lokenath Construction*. The parties do not represent any other person.
16. All bonds, bills, notes, bills of exchange, hundies or promissory notes or other securities given on behalf of the partnership (except cheques) shall be signed, endorsed, accepted or executed jointly by all the

KAMAL KUMAR PAUL  
NOTARY PUBLIC, OF INDIA  
Regd. No. 2700/04  
C.M.M's. Court  
1 & 3 Sankshat Street  
Kolkata-700 001

10 JUL 2017

partners and any bond, bill, note, bill of exchange, etc. to which any partner may be a party, contract to this provision shall be deemed to have been on the personal account of such partner, and he shall pay and discharge the same out of his own moneys and indemnify other partners and the firm against payment thereof and against all actions, proceedings, costs, charges, expenses, claims and demands in respect thereof.



17. That the said partners shall not become and shall not be liable for any criminal action for any default or offence committed by other partners or employees or authorised representatives of the firm under the Income-tax Act, Customs Act, Foreign Exchange Regulation Act, Sales tax Laws or other Central or State Acts, laws, Rules or Regulations.
18. That the partners shall be entitled to modify the above terms relating to remuneration, interest, etc payable to partners by executing a supplementary deed and such deed when executed shall have effect unless otherwise provided from the first day of accounting period in which such supplementary deed is executed and the same shall form part of this deed of partnership.

IN WITNESS WHEREOF the parties to this deed have set their hands on the day and year first above written and in the presence of:

Witnesses

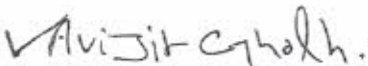
1. 

2. 

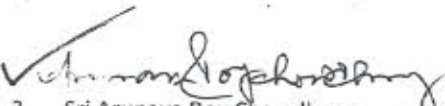
Signatures of Partners



1. Sri Bapi Patra  
(Party of the one part)



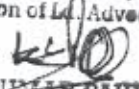
2. Sri Avijit Ghosh  
(Party of the second part)



3. Sri Arunava Roy Chowdhury  
(Party of the third part)


IDENT

Signature Attested Only  
on Identification of Ld. Advocate

  
KAMAL KUMAR PAUL  
NOTARY PUBLIC, GOVT. OF INDIA  
Kolkata, West Bengal

10/07/17

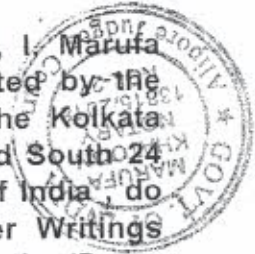
10 JUL 2017

  
KAMAL KUMAR PAUL  
NOTARY GOVT. OF INDIA  
Regd. No 2700/04  
C.M.M's. Court  
2 & 3 Bankshall Street  
Kolkata-700 001

# NOTARIAL CERTIFICATE

(Pursuant to Section 8 of the Notaries Act. 1952)

To ALL TO WHOME THESE PRESENTS SHALL COME, I, **Marufa Khatoon** Advocate, Alipore Judges' Court duly appointed by the Government of India and practicing as a NOTARI in the Kolkata Municipal Corporation Area in the District of Kolkata and South 24 Parganas in the State of West Bengal within the Union of India, do hereby declare and Certify and attest that the Paper Writings collectively marked 'A' annexed hereto, hereinafter called the 'Paper Writings 'A' are presented before me by the executant(s).

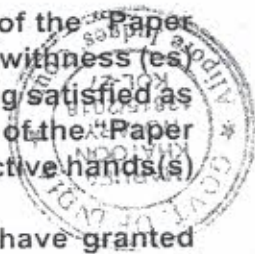


*Deed of Retirement of one Partner and Admission of a new Partner*  
*Mr. Avijit Ghosh and Mr. Bapi Patra both residing at 408, Mahatma Gandhi Road, PO & PS - Haridevpur, Kolkata - 700082 and at 89/40, Ramchandrapur, P.O - R.C. Thakurani, P.S - Haridevpur, Kolkata - 700104 respectively.*



hereinafter referred to as the "Executant(s)"  
on this the \_\_\_\_\_ day of \_\_\_\_\_  
Two Thousand \_\_\_\_\_ 03 FEB 2020

The "executant(s)" having admitted the execution of the "Paper Writings "A" in respective hand(s), in the presence of the witness (es) 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 Writings "A" and testify that said execution is in the respective hands(s) of the executant(s).



IN WITNESS WHEREOF being required of a Notary. I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail on any occasion shall or may require.

IN FAITH AND TESTIMONY WHEREOF  
I, **MARUFA KHATOON** the said notary have hereunto set and subscribed my hand and affixed my Notarial Seal on this the \_\_\_\_\_ day

of \_\_\_\_\_ 03 FEB 2020 day

*Marufa Khatoon*  
**MARUFA KHATOON**  
NOTARY  
GOVT OF INDIA  
Regd No. 13815/2018  
Alipore Judges' Court  
District - 24 Parganas (S)  
Residence/Chamber :  
10/2, Samsul Huda Road,  
Kolkata - 700017

M: 8777497178/9433448534/9123363722

NOTARIAL STAMP







पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AC 594389



BEFORE THE NOTARY  
ALIPORE JUDGES' COURT  
KOLKATA-700 027

Deed of Retirement of one Partner and Admission of a new Partner

Agreement is made at Kolkata this 8<sup>th</sup> day of December, 2019 between **Mr. Avijit Ghosh and Mr. Bapi Patra** both residing at 408, Mahatma Gandhi Road, PO. & PS. Haridevpur, Kolkata - 700082 And at 89/40, Ramchandrapur, P.O.- R C Thakurani, P.S.- Haridevpur, Kolkata - 700104 respectively, hereinafter referred to as the "Continuing Partners" of the One Part and **Mr. Arunava Roy Chowdhury** residing at 66, Jibon Mohini Ghosh Park, PO. & PS. Haridevpur, Kolkata - 700082 hereinafter referred to as the "Retiring Partner" of the Second Part and **Mrs. Eshita Mallick** aged about 25 years, daughter of Kartick Chandra Mallick, by Faith: Hindu, Occupation - Business, PAN- CZZPM0066J, residing at 1062C, Ostad Amir Khan Sarani, PO. & PS. Haridevpur, Kolkata - 700082 hereinafter referred to as "New Partner" of the Third Part,  
WHEREAS-

1. The Continuing Partners and the Retiring Partners are carrying on business in partnership in the name of **M/s Lokenath Construction** under the Deed of Partnership dated 1<sup>st</sup> Day of July 2017 entered into by and between the continuing Partners and the Retiring Partner.
2. The Retiring Partner desires to assign or transfer his share in the said Partnership to the New Partner and retire from the partnership.
3. The Continuing Partners have agreed to admit the New Partner as a partner in place of the Retiring Partner.
4. It is agreed to enter into this agreement to give effect to the said transaction.

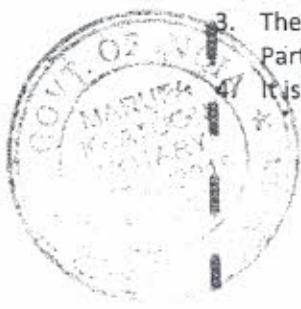
03 FEB 2020

Bapi Patra

Avijit Ghosh

Eshita Mallick

Arunava Roy Chowdhury





NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Retiring Partner hereby assigns and transfers all his share, right, title and interest in the said partnership business together with all the assets including goodwill and all outstandings, benefits of all permits and licenses held by the Firm and outstanding contracts for a consideration paid by the New Partner to the Retiring Partner on the execution of these presents (receipt whereof the Retiring Partner doth hereby admit) to hold the same unto the New Partner absolutely but subject to all debts and liabilities of the Firm.
2. The Retiring Partner releases all his rights and claims to and in the said Firm and its assets of all kinds.
3. The Retiring Partner agrees and undertakes not to carry on the same or similar business as that carried on by the Firm for a period of at least two years from now.
4. The Continuing Partners agree to indemnify and keep indemnified the Retiring Partner against all loss, costs, charges and expenses that the Retiring Partner may suffer or incur on account of any claim being made against him as a Partner of the said Firm.
5. The Continuing Partners admit the New Partner as a Partner of the said Partnership in place of the Retiring Partner and on the basis of the same terms and conditions as are contained in the said Deed of Partnership Deed. Hereinbefore recited as if the New Partner was a party to the said Deed of Partnership in place or stead of the Retiring Partner except that the New Partner will not be entitled to the benefits by way of profits earned during the period upto the date of these presents.
6. The Share of the New Partner in the capital assets and profits and losses of the New Partner in the said Partnership will be the same as that of the Retiring Partner under the said Deed of Partnership.
7. The New Partner covenants with the said Continuing Partners that he holds himself liable and undertakes to pay the debts and liabilities of the said Firm alongwith the Continuing Partners as if the said debts and liabilities were incurred while he was a partner of the said Firm
8. The said Partnership between the Continuing Partners and the New Partner will continue hereafter on the same terms and conditions as are contained in the said deed of Partnership.

IN WITNESS WHEREOF the parties hereto have put their respective hands the day and year first hereinabove written.

Witnesses

1.

Signatures of Partners

*Bapi Patra*

1. Sri Bapi Patra  
(Continuing Partner)

2.

*Avijit Ghosh*

2. Sri Avijit Ghosh  
(Continuing Partner)

*Eshita Mallick*

3. Smt Eshita Mallick  
(New Partner)

*Arunava Roy Chowdhury*

4. Sri Arunava Roy Chowdhury  
(Retiring Partner)



03 FEB 2020

*Pradeep Chakraborty*  
Advocate

Signature attested  
on identification

*Marufa Khatoon*  
MARUFA KHATOON  
Notary Govt. of India  
Regd. No.-13815/2018  
Alipore Judges' Court