

Notarial Certificate

To all to whom these presents shall come, I MR. LAL MOHAN MAHANTY duly appointed by the State Government as a Notary and practising within the District of Purulia (West Bengal) Union of India, do hereby certify that the Paper Writing collectively marked 'A' annexed hereto, herein after called the Paper Writings, 'A' are presented before me by the executant's.

Sri Sukomal Banerjee son of late Sfatick Chandra Banerjee
PAN -AEKPB3163K UDIN-753894813913 , Cook's Compound , P.O.
Purulia , within the jurisdiction of Purulia Town Police
Station , Dist. Purulia 723101(W.B.) .

----- 1st party.

A n d

Smt. A njana Banerjee d/o Sri Shambhu Nath Mukherjee
PAN -AQCPB8629A ,UDIN-807993263548 Cook's Compound , P.O.
Purulia , within the jurisdiction of Purulia Town Police
s tation , D ist. Purulia , (W.B.)

----- 2nd party.



Herein after referred as the "executant/s" on this the day of **5th day of**
June in the year two thousand **twenty three.**

The "executant/s" having admitted the execution of the Paper Writings 'A' and being satisfied as to the identify of the executant, I have attested the execution and testify that the said execution is in the respective hand (s) of this executant (s).

IN FAITH AND TESTOMONY WHERE OF I
 the said Notary, have here unto set & subscribed my
 name and affixed my Notarial Seal of Office this
5th day of **June** 20...**23**



by
05/06/23

Lal Mohan Mahanty
LAL MOHAN MAHANTY
 Notary

भारतीय गैर न्यायिक

पचास
रुपये

रु.50

भारत

FIFTY
RUPEES

Rs.50

INDIA

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AG 290912

BLNO 105
DATE 05/06/2023

ANNEXTURE-A

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made on this the 5th day of June 2023.
By and between ;

Anjana Banerjee
Anjana Banerjee
Subimal Banerjee

SRI SUKOMAL BANERJEE son of Late Statick Chandra Banerjee aged about 67 years, by faith Hindu by occupation business having PAN-AEKP3163K UDIN-756894813913, Cook's Compound Po. Purulia within the jurisdiction of Purulia Town Police Station, Dist. Purulia-723101 (WB), hereinafter referred to as Parties to the FIRST PARTNER which expression shall unless excluded by or repugnant to the context be referred to mean and include his heirs, executors, administrators, legal representatives and assign of the **PARTY OF THE FIRST PART**.

AND

SMT ANJANA BANERJEE daughter of Sri Shambhu Nath Mukherjee aged about 59 years, by faith Hindu by occupation business having PAN-AQCPB8629A, UDIN-807993263548 Cook's Compound Po. Purulia within the jurisdiction of Purulia Town Police Station, Dist. Purulia-723101 (WB), hereinafter referred to as Parties to the SECOND PARTNER which expression shall unless excluded by or repugnant to the context be referred to mean and include his heirs, executors, administrators, legal representatives and assign of the **PARTY OF THE SECOND PART**

Contd. P/2



By Lodgment of 120 Pages (1000)
in total 08 (eight) Pages
LALMOHAN MUKHERJEE
NOTARY

भारतीय गैर न्यायिक

पचास
रुपये

रु.50

भारत

FIFTY
RUPEES

Rs.50

INDIA

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AG 290911

BLNO 105
DATE 05/06/2023

ANNEXTURE-A

Amranta Banerjee
Subimal Banerjee

Page-2

SRI SUBIMAL BANERJEE son of Late Sfatick Chandra Banerjee aged about 56 years, by faith Hindu by occupation business having PAN-AITPB0874G UDIN-267042854296, Cook's Compound Po. Purulia within the jurisdiction of Purulia Town Police Station, Dist. Purulia-723101 (WB), hereinafter referred to as Parties to the THIRD PARTNER which expression shall unless excluded by or repugnant to the context be referred to mean and include his heirs, executors, administrators, legal representatives and assign of the PARTY OF THE THIRD PART

AND

WHEREAS the parties hereto have mutually agreed and decided to carry on a business for developing and construction job along with demolition and repairing work in area within Purulia and also outside Purulia and within in India on the basis of Partnership at Will.

AND

WHEREAS it has been considered expedient to put into various terms and conditions to the Partnership in writing.

NOW THIS ENDENTURE WITNESSETH as follows:

THAT the parties hereto do hereby jointly and severally covenant with each other that they will carrying business under the name and style of **S S BUILDERS** subject to the following terms, conditions and stipulation expressed in the following :-

Lal Mohan Mahanty
LAL MOHAN MAHANTY
NOTARY
05/06/23

Contd..P/3

भारतीय गैर न्यायिक

पचास
रुपये

रु.50

भारत

FIFTY
RUPEES

Rs.50

INDIA

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AG 290910

ANNEXTURE-A

P-3

[Signature]
Anil Kumar
Banerjee
Subimal Banerjee

SLNO 105
DATE 09/06/2023

1. THAT the name and style of the partnership firm shall be S S BUILDERS
2. THAT the business of the partnership shall be commenced on and from the date first above written of this agreement i.e. 5TH day of June 2023.
3. THAT the principal place of business and registered office of the partnership firm shall at present be located at 93/E Kreeng Plaza, B.T. Sarkar Road, Po. Dulmi Nadiha, within the jurisdiction of Purulia Town Police Station, Dist. Purulia-723102.
4. THAT the business of the said partnership firm shall or may be carried on at such other place or places if required as partners may from time to time mutually agreed upon.
5. THAT the nature of business of the partnership firm shall be as follows, that is to say
 - a) The Partnership Business is usually engaged in construction work including as Developer, Builder, occupiers of sites along with engaged in Joint Venture including of demolition and repairing work
 - b) Further, the partnership may by mutual consent in writing, changed the nature of business and or carry on any other business in the same name, style and address.



[Signature]
LAXMI MOHAN MAHANTY
NOTARY
09/06/23

[Handwritten signature]
Anjana Banerjee
Subimal Banerjee

P-4

6. THAT the Partners shall be entitled to get share of Profit of the business and shall be liable for its losses in the following manner; -

Partner	Name	Profit	Loss
First Partner	SUKOMAL BANERJEE	1/3 RD	1/3 RD
Second Partner	ANJANA BANERJEE	1/3 RD	1/3 RD
Third Partner	SUBIMAL BANERJEE	1/3 RD	1/3 RD

7. THAT the Capital required for the partnership business shall be contributed time to time by the PARTIES in such manner in all respect as may be agreed to between them and such capital may be paid interest as may be mutually agreed from time to time at the rate of rates not exceeding 12% per annum. As per provision of section 40(b) of the Income Tax Act 1961.

8. THAT all the parties referred above shall be Working Partners and shall attend diligently to the business of the partnership and carry on the same for the greatest advantage of the firm.

9. THAT in the event of additional investment by the partners in the said partnership business may be treated as loan to the partnership business and shall carry on interest as per the bank norms and or on such terms and conditions as the partners shall mutually agree upon.

10. a) THAT all the parties shall diligently work in the business for its greatest benefit but all partners shall be allowed remunerations as under

Book Profit upto 300,000	90% of the Book Profit or 150,000
Or in case of loss	whichever is higher
On balance of Book Profit	60% of balance book profit

For the purpose of this clause book profit means the net profit as shown in the profit and loss account for the relevant previous year, computed in the manual laid down in chapter IV-B of the I.T. Act 1961 as increased by the aggregate amount of the remuneration paid or payable to all the partners of the firm. If such amount has been deducted by completing the net profit.

- b) However remuneration payable to the working partners shall be limited to the profit in case where the remuneration payable as above clause exceeds profits.

11. THAT the Bank Account shall be opened in any Nationalized Bank or Banks and/or in any Foreign Bank or Banks in the name of the partnership business.

Contd..P/5

ANNEXTURE-A

BLNO. 105
DATE 05/06/2023



[Handwritten signature]
LAL MOHAN MAHANTY
NOTARY
05/06/23

[Signature]
Anil Kumar Banerjee
Subimal Banerjee

P-5

12. THAT the Bank Account of the partnership business shall be operated as per following manner:-

The Bank Account will be operated jointly by the **FIRST PARTNER (Mandatory) and any One from the SECOND PARTNER and THIRD PARTNER**. All the money and securities for money belonging to the partnership shall be paid into and deposited with the bank opened in the name of partnership firm, cheques drawn on partnership accounts shall be signed by **FIRST PARTNER AND ANY ONE EITHER SECOND OR THIRD PARTNER** as the authorized signatory for banking matters of the partnership firm. That the partners may borrow funds from bank and or other financial institutions on such terms and conditions as they mutually decide from time to time.

ANNEXTURE A

SLNO. 105
DATE 09/06/2023

13. THAT during the subsisting period of Partnership Business all papers and documents such as Contract/s, Agreement/s, Order/s, Engagement/s, Voucher/s etc. shall positively be signed or verified by any one of the Partner of the said firm. It is pertinent to mention here that in default of the above said conditions, the said all the papers, documents etc. will not be valid and/or enforceable by law.

14. THAT none of the partner shall without the consent of the others, borrow any money from outsiders for the purposes of the partnership firm or employ any of the moneys, goods and effects belonging to the Partnership or engage the Credit thereof in any manner or thing except upon account of the Partnership.

15. THAT the Books of Accounts of the Partnership shall be kept in the office of the Partnership business which will be opened to inspection to the partners during business hours on all working days.

16. THAT the Books of Accounts of the Partnership shall be checked by a Chartered Accountant, which must be audited each and every year if necessary.

17. THAT the partners shall attend directly to the business of the partnership and carry on the share of the greatest advantage of the partners and neither of them shall directly or indirectly be engaged or interested in any Trade or Business similar in nature of the said Partnership Business.

18. THAT all the contracts and engagements of the Partnership business shall be entered into, in the name of the Partnership business only.

19. THAT all of the partners or any one of them shall keep all moneys, goods, stocks, properties, assets and effects of the partnership firm duly indemnified from and against their personal debts and engagements and also from and against all actions, suits, proceedings, claims and demands, in respect thereof. On the whole all the partners will be discharged their personal liabilities whatsoever in nature for which the partnership business will not be suffered in any way.



[Signature]
DR. MOHAN MAHANTY
NOTARY
09/06/23

Contd..P/6

[Signature]
Anjana Banerjee
Subimal Banerjee

P-6

20. THAT all of the partners shall be just faithful and sincere to the other partners in all transactions relating to partnership business and shall give or cause to give a true account of the same to the other partners and so often as the same shall be reasonably required, no partners shall do or knowingly suffer anything that may disturb the interest of the partnership business.

ANNEXTURE-A

21. THAT all of the partners shall punctually pay and discharge their separate debts and liabilities and shall indemnify and keep indemnified the firm effectually against the same.

22. THAT the Trade License and all the other allied licenses which will be required for the said business including income tax, sales tax and other taxes and all papers relating to the business shall be in the name of the partnership business.

23. THAT the financial year for the partnership business shall commence on and from the 1st day of April and end on the 31st day of March of English Calendar year. After closing of every financial year as aforesaid and annual accounts shall take of the assets and liabilities of the partnership and the Balance Sheet and the Profit and Loss Account of the partnership after making allowances for reserves and depreciation shall be prepared and signed by all the partners and shall be audited by a firm of Chartered Accountants if necessary with the free consent of all the partners thereof.

24. The Balance Sheet and the Profit and Loss Account when signed shall be binding upon the partners and shall not be challenged except for the purpose of correcting any manifest or typographical or mathematical errors therein.

25. THAT immediately after taking or annual accounts as aforesaid the profit, if any, may be divided between the partners in proportion to their respective shares as aforesaid. In the event of there being loss, the partners shall reimburse the funds of the partnership in the proportion as hereinbefore mentioned.

26. THAT any of the partners may retire from the partnership by giving to or leaving the partnership business at least three calendar months prior notice in writing expiring on the last day of the financial year and on expiry of such notice period the partners who is going to retire shall cease to be a partner in the partnership business together with the goodwill thereof and the proportionate share of all valuation of all properties, assets, goods, effects, including stock in trade subject to such payment to which the retiring partner will found to be entitled under and by virtue of these presents shall be within three months from the date of retirement.

Contd..P/7

Amarendra Banerjee
Subimal Banerjee

Page - 7

27. THAT in the event as stated in Clause 26 thereafter the other partners may continue the said business on either in partnership and or proprietorship basis, wherein the leaving partners shall have no objection.

28. THAT on the death and or retirement of any of the partner, the firm shall not be dissolved.

29. THAT in the event of death of any partner, the other partner shall be entitled to take up the heirs of the deceased partner and or which to be mutually settled upon for remaining portion of the share of the deceased partner in the partnership business by the existing terms and conditions herein contained.

30. THAT any heir or successor of the deceased partners shall may be taken up in the partnership business and the said heir/s will be performed all the terms and conditions here contained thereof.

31. THAT in the event of Development of the partnership business the partners may co-opt any new partner or partners as further investment partners only in the said partnership business.

32. THAT none of the partners shall be entitled the proportionate share thereof which will be mutually settled by all the partners.

33. THAT in the event any of the partners desiring to assign or transfer his share in the partnership business, he or she shall have to offer the same to other existing partners and upon the refusal of the other partners to purchase his/her share, he/she shall be entitled to assign or transfer the share to any outsider.
The value of the share of the partner so desiring to assign or transfer shall be ascertained by mutual consent or by the Auditor of the partnership business according to the recognized principles of valuation.

34. THAT the partnership concern or any portion thereof shall not be liable and or responsible for personal debts and or liability of any partner.

35. THAT the drawing shall normally be limited to the profit earned. Drawing beyond profit earned must not be made by any partner without mutual consent of the other partners in writing. But in any circumstances the drawing must not exceed more than capital invested so far by the partner hereto.

36. THAT any dispute or difference arising amongst the partners if cannot be settled mutually, shall be referred to any Arbitrator/s to be appointed under Arbitration Act, 1940 or any statutory modification thereof and the provisions of the above Act, or any statutory modification thereof shall be fully applicable.

37. THAT any of the above terms may be varied, altered or added to by mutual consent.

Contd..P/8

ANNEXTURE-A

SLNO 105
DATE 05/06/2023



Lal Mohan Mahanty
LAL MOHAN MAHANTY
NOTARY
05/06/23

38. THAT all the matters relating to the partnership business not specifically mentioned hereinabove and identical to the partnership business, shall be governed by the Indian Partnership Act, 1932.

IN WITNESS WHEREOF all the partners have gone through the subject matter of this Deed of Partnership and other having clearly understood the terms and conditions and recitals of the same, have put their respective hands and seals on this Deed of Partnership on the day, month and year first above written in presence of the following

Photograph of all Partners

First Partner	Second Partner	Third Partner
		



witness:-

1. Jayanta Roy
S/o. Lt. Karick Ch. Roy
Dulmi - Nadiha, Purulia
2. Achintya Paramanick
S/o. Sanku ch. paramanick
Hukumra, purulia

Signature of All Partners

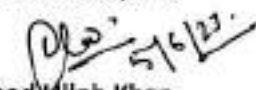
1. 
2. Anjana Banerjee
3. Subimal Banerjee

Signature of
Sukomal Banerjee, Smt.
Anjana Banerjee, Subimal Banerjee

Attested by me on identification of
U. V. Khan (Advocate)
LAL MOHAN MAHANTY

NOTARY

Drafted by me and Typed in my office.
Signature of the partners and witness are
Identified by me


Ubed Ullah Khan
Advocate