Mrs. Atabi Banerjee
B. A., L.L.B.
Notary, GOVT. OF WEST BENGAL
Durgapur, Paschim Bardhaman

Professional Address :
Durgapur Court
Paschim Bardhaman
Durgapur, Pin - 713 216

Notarial Certificate

(Pursuant to section 8 of The Notaries Act. 1952)

TO ALL TO WHOM THESE PRESENTS *shall come, I, Mrs. Atabi Banerjee, duly authorised by the Government of West Bengal to practise as a* ***NOTARY*** *do hereby verify, authenticate, certify, attest as under the execution of the instrument annexed hereto collectively marked "A" on its being executed, admitted and identified by the respective signatories as to the matters contained therein, presented before me.*

According to that this is to certify, authenticate and attest that the annexed instrument "A" is the Original Deed of Partnership executed by Sri. Vijay Agarwal and Smt. Sujata Mukherji On identification by Ld. Advocate.

PRIMA FACIE the annexed instrument "A" appears to be in the usual procedure to serve and avail as needs or occasions shall or may require for the same.

NOTARY PUBLIC
REGN. No. : 40
MRS. ATABI BANERJEE
YEAR - 2007
GOVT. OF WEST BENGAL

IN FAITH AND TESTIMONY WHERE OF *being required of a NOTARY, I the said notary do hereby subscribe my hand and affix my seal of office at Durgapur on this the* 21St *day of* February *in the year of Christ 20*25

Atabi Banerjee

Mrs. Atabi Banarjee, Notary
Durgapur, Burdwan, W.B.
Regn. No. 40/2007 Govt. of W.B.

Mrs. Atabi Banerjee
NOTARY

NOTARIAL NOTARIAL

21 FEB 2025

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबंगाल पश्चिम बंगाल WEST BENGAL

AT 486523

NOTARY Mrs. Atabi Banerjee Durgapur, Burdwan Regn. No.-40/2007 Exp. Dt.-20.2.2027 Govt. of West Bengal

ANNEXURE-"A"

Before the Notary Govt. of West Bengal Burdwan District Durgapur

NILAYAM UDYOG

Deed of Partnership

THIS DEED OF PARTNERSHIP is made at Durgapur on the 20th day of February in the year Two Thousand & Twenty- Five A.D. between

1. **Sri Vijay Agarwal**, son of Shri Prahalad Rai Agarwal, aged about 50 years, by faith – Hindu, by occupation – Business, residing at 16 No. Punjabi Gali, Subhas Pally, Benachity, Durgapur-713213, Dist. – Paschim Barddhaman in the state of West Bengal, having PAN- ACIPA3420C and Aadhar – 9865 9821 3560, hereinafter referred to as the '**Party of the First Part**'.

AND

2. **Smt. Sujata Mukherjee**, daughter of Shri Dasurathi Bera, aged about 34 years, by faith – Hindu, by occupation – Business, residing at Karanga Para, 325, Durgapur – 713201, Dist. – Paschim Barddhaman in the state of West Bengal, having PAN- – FUEPM6040K and Aadhar – 4806 3189 9465, hereinafter referred to as the '**Party of the Second Part**'.

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NOTARY Mrs. Atabi Banerjee Durgapur, Burdwan Regn. No.-40/2007 Exp. Dt.-20.2.2027 Govt. of West Bengal

NILAYAM UDYOG
Vijay Agarwal
Partner

NILAYAM UDYOG
Sujata Mukherjee
Partner

Mrs. Atabi Banarjee, Notary
Durgapur, Burdwan, W.B.
Regn. No.-40/2007 Govt. of W.B.

21 FEB 2025

19 FEB 2025

Sl No. 1689 Date.......

Sold to. Nilayam Udyog

Address. DGP-11

Value of Stamp. 100/-

Date of Purchase of the Stamp Paper from Treasury. 10 JAN 2025

Name of the Treasury from where Purchase:-Durgapur

Ram Prasad Banerjee
Stamp Vender
A.D.S.R. Office, Durgapur-16
Licence No-1/93

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL AT 486522

NOTARY Mrs. Alabi Banerjee, Durgapur, Burdwan, Regn. No.- 40/2007, Exp. Dt.- 20.2.2027, Govt. of West Bengal

Page :2:

WHEREAS the above named parties tends to commence and carry on jointly a common partnership business under the name and style of **"NILAYAM UDYOG"** having its head office at Holding No. 40/55, Ward No.-29, Sasanka Pally, Durgapur - 713211, Dist. - Paschim Burdwan, West Bengal.

AND WHEREAS it is considered necessary and wise to set in writing the terms and conditions in a formal Deed of Partnership so as to avoid any possible ambiguity, uncertainty, or dispute in future.

THEREFORE, THESE PRESENT WITNESS and it is agreed and settled as follows:

TERMS AND COVENANTS

1. This is an agreement of "Partnership at Will". It shall commence on and from the Twenty Day of February 2025 and will continue until and unless terminated by mutual agreement between both the partners. The name and style of the partnership firm will be **"NILAYAM UDYOG".**

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NOTARY Mrs. Alabi Banerjee, Durgapur, Burdwan, Regn. No.- 40/2007, Exp. Dt.- 20.2.2027, Govt. of West Bengal

NILAYAM UDYOG
Partner

NILAYAM UDYOG
Partner

Mrs. Alabi Banerjee, Notary
Durgapur, Burdwan, W.B.
Regn. No.-40/2007 Govt. of W.B.

21 FEB 2025

Sl No. 1688 Date 19 FEB 2025
Sold to Nilayam Udyog
Address DGP
Value of Stamp 100/-
Date of Purchase of the Stamp
Paper from Treasury 10 JAN 2025
Name of the Treasury from where
Purchase:-Durgapur

Ram Prasad Banerjee
Stamp Vender
A.D.S.R. Office, Durgapur-16
Licence No-1/93

2. The head office of the business of the Partnership shall be situated at Holding No. 40/55, Ward No.-29, Sasanka Pally, Durgapur - 713211, Dist. - Paschim Burdwan, in the state of West Bengal. Moreover, the firm may open a branch or branches, warehouse or warehouses, site offices, etc. at such other place or places within West Bengal or outside the state of West Bengal as they may agree upon from time to time.

3. The main business of the Partnership (hereinafter referred to as the 'Firm') will be Contractor in nature. The firm may also engage itself in various other kinds of developing business including promoting of land/plots and /or real estate business as the partners may mutually decide among themselves. However, the Firm may also transact and engage itself in any other types of business activities directly related or unrelated to the above specified nature of business or work which the partners may from time to time mutually decide among themselves.

4. The initial capital contribution of each partner of the firm shall be Rupees Fifty thousand only. However, the Partners have also decided to introduce further capital, as and when required by the firm. The partners may also further contribute the capital in such amounts and in such ratio as the partners may from time to time mutually decide to meet the urgent requirements of the business of the Firm, and such capital contributions of the partners will be recorded in the books and statement of accounts of the Firm. Both the partners shall always invest capital in the firm as per the requirement of the business of the firm. The Firm may allow interest at the rate of 12 % per annum or at such rate , as may be allowed to that respect under the regulations and provisions of various direct tax acts (e.g. as laid down in section 40 (b)(iv) of Income Tax Act) prevailing in India at that time, on the Partners' credit capital balance stands as on the first day of the financial year and on fresh capital contributions, if any, on time basis and the same shall be credited to their respective capital accounts. However, the Partners may agree mutually to accept a lower rate of Interest or even no interest on their capital balances in a particular year or year depending on the financial situation of the Firm in that particular year or years.

5. Loans may be taken by the Firm when necessary for the purpose of the business of the Firm either from any outsiders or from any Financial Institutions or any Bank at suitable rate of interest or from the Partners in which case such Loan (from a Partner) will qualify for interest in the same manner as capital contributions of the partner.

6. That the Firm/partners shall not be liable for any personal debt of any other partner taken for, any other purpose other than the principal business of the Firm.

7. (a) It is agreed that the both the partners shall act as working partners who shall engage themselves actively in conducting the affairs of the Partnership business.

   (b) While the Partners are conscious of the facts that dedicated efforts and attention to the business by the working partners is crucial and foremost for providing continued vigor to the business by that reckoning such Partners deserve adequate incentive and handsome compensation. Yet considering the restrictive provisions of section 40(b) of the Income Tax Act, 1961 and to relieve the Firm of the financial burden they have agreed to make the disbursement of reward for services varying with the level of earning by the Partnership business from year to year.

   (c) The remuneration payable to both the Working Partners shall be in the following manner:

First Party (**Sri Vijay Agarwal)**	= Rs. 70,000/- per annum
Second Party (**Smt. Sujata Mukherjee)**	= Rs. 30,000/- per annum

NOTARY Govt. of West Bengal
Mrs. Alaka Banarjee, Durgapur, Burdwan, Regn. No.-40/2007, Exp. Dt.-20.2.2021

NILAYAM UDYOG
Partner

Mrs. Alaka Banarjee, Notary
Durgapur, Burdwan, W.B.
Regn. No.-40/2007 Govt. of W.B.

NILAYAM UDYOG
Partner

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Also provided that the working partners may opt for a remuneration to be derived out by application of different method as described (and specified in Income Tax Act to that effect) hereinafter for a particular year or years and may get remuneration of the following amounts.

[i] On the First Rs. 3, 00,000/- of the Book Profit	Rs. 1, 50,000/- or at the rate of 90 % of the Book profit whichever is more.
[ii] On the balance of Book Profit	at the rate of 60 %

For the purpose of this clause "Book Profit" means the net profit as shown in the Profit & Loss Account for the relevant previous year computed in the manner laid down in the chapter (IV)D of the Income Tax Act, 1961 as increased by the aggregate amount of remuneration payable to both the Partners of the Firm if such amount has been deducted while computing net profit.

(d) Though principally the interest and remuneration due to each partner will accrue day to day with the commencement of the accounting year, yet it is agreed that ordinarily the interest and remuneration due to each Partner will be calculated and paid or credited to his/her account only once on ascertainment of 'Book Profit' after the close of the financial year except earlier in the event of the retirement / death of a Partner or change in the constitution or dissolution of Partnership. The Partners shall however have the option to make interim withdrawals towards interest and /or remuneration as the case may be, at such intervals as may be deemed expedient and the sum so paid on this account shall be adjusted against the final figure determined on the finalization of accounts after the close of the accounting period.

(e) However, the Partners may for any particular year or years agree to get higher or lower amount of remuneration as compared to that as calculated as per clause (c) above in equal ratio (i.e. 1:1) or even no remuneration depending on the financial situation of the Firm for that particular year or years.

8. The net profits and losses of the Firm will be shared by both the Partners hereto in following shares or proportion. Net Profits will mean the Gross Profits earned in such year less the expenses of the management of the business including rent of the premises of the Firm, if any, the outgoing in respect of the salaries and wages paid to the staff, commission paid to others, and all other expenses incurred in connection of the business allowable as deduction under the Income Tax Act.

		Share of Profit / Loss
i.	First Party **(Sri Vijay Agarwal)**	70.00 %
ii.	Second Party **(Smt. Sujata Mukherjee)**	30.00 %

9. The Accounting Year of the Firm will be generally from 1st April to 31st March of each Christian Calendar year. However, the first accounting period will be from the date of formation to 31st March 2025.

10. 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 & Loss Account will be prepared and signed by any one of the Partner. If necessary or required by law the accounts will be audited by a Chartered Accountant /s.

NOTARY Gov. of West Bengal
Mrs. Atabi Banarjee, Durgapur, Burdwan, Regn. No.-40/2007

NILAYAM UDYOG
Vijay Agarwal
Partner

NILAYAM UDYOG
Sujata Mukherjee
Partner

Mrs. Atabi Banarjee, Notary
Durgapur, Burdwan, W.B.
Regn. No.-40/2007 Govt. of W.B.

21 FEB 2025

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11. The partners aforementioned will have the general power (i) to execute any documents on behalf of the Firm in respect of any transactions agreed upon by the Partners , hereto (ii) to represent the Firm while dealing with outsiders , (iii) to represent the Firm in any Court and legal matters and for that purpose to sign and declare pleadings, affidavits and other papers , to appoint advocates or to issue Letter of Authorization to any other able person and to do all other things required to be done in that behalf, (iv) to purchase and sell articles and things in which the Firm would be dealing for its business and , (v) 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 Partners under these presents .

12. The Books of Accounts and all other record of the Firm will be always kept at the head/registered office of the Firm and will be open for inspection by any of the Partners hereto at any time and the above said books of accounts and all other relevant records will not be taken out, tampered with, or destroyed except by mutual consent of the Partners.

13. Both the Partners hereto, subject to what is herein otherwise provided, shall

    i. participate and attend to the business of the Firm to the greatest common advantage of the Firm.
    ii. be just and faithful to each other.
    iii. render true accounts and full information of all money affecting the Firm to the other.
    iv. indemnify the Firm for any loss caused to it by willful negligence or fraud in the conduct of the business.
    v. attend to the business of the Firm diligently and actively.
    vi. not withdraw any amount for his own benefit or use as remuneration or otherwise without the consent of the other, except to the extent hereinbefore provided.
    vii. be entitled to be indemnified by the Firm in respect of payment made and liabilities incurred by him/her – (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.

14. Both the partners shall account for the profit earned from any transaction of the Firm or from use of the property in any business transaction of the Firm.

15. Subject to what is herein otherwise provided, any Party hereto shall not, without the consent of the other -
    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.
    d. acquire or dispose off any immovable or movable property except the stocks in the ordinary course of business.
    e. assign or transfer his share or any interest of the Firm.
    f. admit any person as a Partner of the Firm.
    g. borrow any money for or in the name of the Firm or create any security or charge on the assets of the Firm.
    h. stand as a guarantor or surety for any person in the name of the Firm or for and on behalf of the Firm.
    i. generally not in a way prejudicially affecting the business or interest of the Firm.
    j. enter into any legal proceedings in the name of the Firm.
    k. enter into any partnership in the name of the Firm.

NOTARY Govt. of West Bengal

NILAYAM UDYOG
Partner

NILAYAM UDYOG
Sujata Mukherjee
Partner

Mrs. Alabi Banarjee, Notary
Durgapur, Burdwan, W.B.
Regn. No.-40/2007 Govt. of W.B.

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21 FEB 2025

16. The Partners will open in the name of the Firm one or more bank accounts either current, savings or overdraft or cash credit with one or more banks as may be agreed upon by the Partners and such account or accounts will be operated by joint signatures of both the partners. However, the partners may also further mutually decide to operate a particular bank account/s as agreed mutually from time to time between both the partners as per the business requirement.

17. That in the event of death of any one of the Partners, the Partnership business shall be continued by the other existing partner and the legal heir or successor of the deceased partner may be admitted into partnership in place of the deceased Partner as per mutual consent.

18. If the Partner hereto desires to leave the Firm, he/she shall give to the firm/other partners at least one month's previous notice to that effect and on the expiration of the notice period, he/she shall be deemed to have retired from the Partnership.

19. If any Partner retires from the Partnership, an account will be made of the assets and profit or losses of the Firm since the end of the last accounting year till the date of retirement of the said Partner and his/her share therein will be ascertained in cash and the same will be paid to him/her in lump sum or in such installments as may be agreed upon or in the absence of agreement the majority may decide.

20. If any dispute or difference shall arise between the Parties hereto regarding the business of the Firm or interpretation of any provision hereof or otherwise, howsoever relating to the Firm and its business, the same shall be referred to arbitration of an arbitrator if agreed upon, failing which to two or more arbitrator one to be appointed by each Party/group to the dispute and the arbitration shall be governed by the Arbitration Act for the time being in force.

21. That in all respects not covered by the foregoing clauses of this deed, the provisions of the Indian Partnership Act will apply.

IN WITNESS WHEREOF the Parties have freely put their respective hands in the presence of witnesses, at Durgapur on that date, month and year first hereinabove written.

WITNESS/(ES)	SIGNATURE OF THE PARTNERS
1. Arijit Mitra Uttar Polly, Benachity Durgapur - 13, W.B.	NILAYAM UDYOG Vijay Agarwal Partner 1. ______ (Sri Vijay Agarwal)
2. Debasis Basu Aurobinda Avenue Durgapur	NILAYAM UDYOG Sujata Mukherjee Partner 2. ______ (Smt. Sujata Mukherjee)

IDENTIFIED BY ME
ADVOCATE

NOTARY
Mrs. Atabi Banerjee
Durgapur, Burdwan
Regn. No.- 40/2007
Exp. Dt.- 29.5.2027
Govt. of West Bengal

INSTRUMENT "A" REFERRED TO IN THE NOTARIAL CERTIFICATE
Mrs. A. Banerjee, Notary
Durgapur, Burdwan, W.B.
Regn. No. 40/2007 Govt. of W.B.

21 FEB 2025

INSTRUMENT "A"

Dated 20th Day of Feb 2025

With

Notarial Certificate

Dated 21St Day of Feb 2025

Mrs. Atabi Banerjee
Notary,
Paschim Bardhaman
District at Durgapur

Residence Chamber :
Flat No. 16
"SATAVISA"
Premendra Mitra Bithi
City Centre, Durgapur - 16
Burdwan (W. B.)
Mob. No. : 9434708178

NOTARY PUBLIC