

SL. NO. 33 2024.

# Notarial Certificate

(Purasant to Section 8 of the Notaries Act, 1952)

To all to whom these presents shall come, I, Nirmalya Dasgupta duly appointed by the Government of West Bengal as a Notary and practising within the City of Calcutta (West Bengal). Govt. Of West Bengal, do hereby certify that the paper Writings, collectively marked 'A' annexed hereto, hereinafter called the paper writings, 'A' are presented before me by the executant's.

*Partnership Deed*  
as appended hereto.

*N. DA. GUPTA*  
NOTARY  
REG 006/22

hereinafter referred as the, executant's" on this the 15<sup>th</sup> day of January, in the year Two Thousand twenty four.

The "executant's" having admitted the execution of the Paper Writing "A" and being satisfied as to the identify of the executant I have attested the execution.

IN FAITH AND TESTIMONY WHEREOF I. The said Notary, have hereunto subscribed my name and affixed my seal of office this

15<sup>th</sup> day of January 2024.

*Nirmalya Dasgupta*

Notary  
Govt. Of West Bengal  
Regn. No. 006/2022  
Bar Library  
C.M.M.'S Court





पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL




AH 737115

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**SMT. ILA ROY, (PAN - AFUPR6604L), (Aadhaar No.2183 6556 0187),** wife of Alok Roy, by faith - Hindu, by occupation - Business, residing at 6A, Milan Park, Garia, Post Office - Garia, Police Station - Patuli, District - South 24 Parganas, Kolkata - 700084, hereinafter referred to be called as the **FIRST PARTY** (which expression shall unless to and mean and include her heirs, executors, administrators legal representatives and assigns) of the **ONE PART.**

15 JAN 2024

  
**NIRMALYA DAS GUPTA**  
Advocate Cum Notary  
REGN NO.-006/2022  
C M.M. Court Calcutta



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

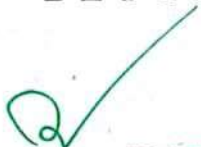


AR 055069

## PARTNERSHIP DEED

**THIS DEED OF PARTNERSHIP** is made on this 15<sup>th</sup> day of  
January, 2024.

**B E T W E E N**

  
**NIRMALYA DAS GUPTA**  
Advocate Cum Notary  
REGN NO.-006/2022  
C M.M. Court Calcutta

**NIRMALYA DAS GUPTA**  
Advocate Cum Notary  
REGN NO.-006/2022  
C M.M. Court Calcutta  
**15 JAN 2024**

130149

No. ....  
Address .....  
Rs. ....  
Date: 08 JAN 2024



08 JAN 2024

**SIPRA DEY**  
Licence No.: 18A  
Code : 1070  
T. N. S. Road, Kolkata-700 001

100x1 = 100 ✓  
50x1 = 50 ✓  

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150 ✓



AND

**SUBHASHIS ROY, (PAN : AERPR5625K), (Aadhaar No.9054 5720 4730)**, son of Subodh Chandra Roy, by faith - Hindu, by occupation - Business, residing at 16, Milan Park, Garia, Post Office - Garia, P.S. - Patuli, District - South 24 Parganas, Kolkata - 700084, hereinafter referred to be called as **SECOND PARTY** (which expression shall unless to ad mean and include his heirs executors administrators, legal representatives and assigns) of the **SECOND PART**.

AND

**SRI DIBYO CHAKRABORTY, (PAN - ATPPPC2995L), (Aadhaar No.8888 4317 5697)**, Son of Dipak Chandra Chakraborty, by faith - Hindu, by occupation - Service, residing at P-1/1B, Garia Park, VTC Garia, Sub District - Sonarpur, Police Station - Sonarpur, Kolkata - 700084, hereinafter referred to be called as the **THIRD PARTY** (which expression shall unless to ad mean and include his heirs, executors, administrators legal representatives and assigns) of the **THIRD PART**.

**NIRMALYA DAS GUPTA**  
Advocate Cum Notary

**NIRMALYA DAS GUPTA**  
Advocate Cum Notary  
REGN NO.-006/2022  
C.M.J. Court Calcutta



**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 "DAFFODIL REALTY".
2. That the partnership business shall be deemed to have come into effect on and from 15<sup>th</sup> day of January, 2024.
3. That nature of the said partnership business shall be trader civil work/Development/Construction work.
4. That the amount lying to the credit of the partners as on 15.01.2024 shall be deemed as their capital investment. Further capital, loans or deposits looking into the needs/requirements of the partnership firm shall be arranged, invested or contributed by the partners.

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**WHEREAS** the parties to this Deed have been decided to do the partnership business of Non Food Civil work item, Development work, under the name and style of M/S DAFFODIL REALTY with its principal place of business at 16, Milan Park Garia, P.S. – Patuli, Kolkata – 700084.

**AND WHEREAS** vital amendments have been made by the Finance Act, 1992 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 15<sup>th</sup> day of January, 2024.

**AND FURTHER WHEREAS** the parties to this Deed have been decided to start the above said business in partnership on the terms and conditions orally and mutually agreed amongst themselves as aforesaid.

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5. 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 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.

6. That Smt. Ila Roy, Subhasis Roy and Dibyo Chakraborty the parties of the DAFFODIL REALTY have agreed to keep

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themselves 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:

- a. Smt. Ila Roy -
- b. Sri Subhasis Roy -
- c. Mr. Dibyo Chakraborty -

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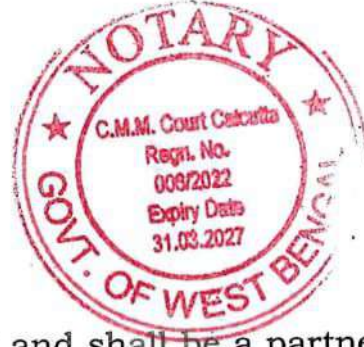


The partners shall be entitled to increase or reduce the above remuneration and may agree to pay remuneration to other working partner of partners as the case may be. The partners may also agree to revise the mode of calculating the above said remuneration as may be agreed to by and between the partners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

7. 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.
8. 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.

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S.M.M. Court Calcutta



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

10. 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:

Sr. No.	Name of Party	Share in profits
1.	Smt. Ila Roy	34%
2.	Subhashis Roy	33%
3.	Diby Chakraborty	33%

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

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NIRMALYA DAS GUPTA  
Advocate Cum Notary



11. That the bank account of accounts have been and shall be maintained in the name of the firm and shall be operated jointly by the partners.
12. That the books of account shall be closed on 31<sup>st</sup> 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.
13. 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 for time to time. It is hereby further

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clarified that it shall be deemed as change in constitution and not succession.

14. 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 themselves.
15. 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.
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 partners and any bond, bill, note, bill of exchange, etc. to which any partner may be a party contrary to this provision shall be deemed to have been on the personal account of such partner and

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partners or Its employees or its representatives for and on behalf of or on account of the partnership firm or for the purposes of the partnership firm. The said partners shall not be liable for any liability, civil or criminal, against the partnership firm or other partners.

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 then first day of accounting period in which such supplementary deed is executed and the same shall form part of this Deed of Partnership.
19. That all disputes and questions in DAFFODIL REALTY connection with the partnership or this Deed arising between the partners or between any one of them or their legal representatives and whether during or after the partnership, shall be referred to the arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1956 then in force.

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Advocate Cum Notary  
REGN NO.-006/2022  
S.M.M. Court Calcutta



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 :

**WITNESS :**

1. Pradain Bose  
6A K.S. Roy Road.  
Kolkata-700061

ILA Roy  
Signature of the First Party  
(SMT. ILA ROY)

2. [Signature]  
(Alok Roy)  
6A, Milan Park,  
Gurgaon,  
Kolkata - 700 084.

Subhash Roy  
Signature of the Second Party  
(SUBHASHIS ROY)

[Signature]

Signature of the Third Party  
(SRI DIBYO CHAKRABORTY)

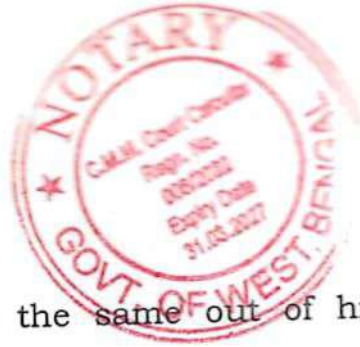
Drafted by me :

Advocate  
Identified by me  
[Signature]  
**Soma Dutta**  
Advocate  
C.M.M. Court, Kolkata-1  
Regn. No.- F-1496/21

Signature Attested  
by me on Identification  
[Signature]  
NOTARY  
N.DAS GUPTA  
C.M.M. Court Kolkata  
Govt. Of W.B.  
Reg No. : 006/2022

15 JAN 2024

[Signature]  
NIRMALYA DAS GUPTA  
Advocate Cum Notary  
REGN NO.-006/2022  
C.M.M. Court Calcutta



he shall pay and discharge the same out of his own moneys and indemnity other partners and the sun against payment thereof and against all actions, proceedings, costs charges expenses, claims and demands in respect thereof.

17. That the non of the partners shall not become and shall not be liable for any criminal action for any default or offence committed by other partners or employees of authorized 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.

That the non of the partner's shall entitled to dispose off, transfer or in any other way alienate or part with his share or interest in the firm to any other person except with the written consent of the other partners.

That the parties of the DAFFODIL REALTY part shall not be liable to any criminal action for the business or working of the partnership firm or for the acts of the other

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