

S.L. No. 078 19 Feb of 2020

MADHU CHHANDA BHATTACHARYYA NOTARY

Residential Address:
19C, Greenbuddam St.
KOLKATA - 700 014
T: 8264-8288 (Res.)

Govt. of West Bengal
Registration No. : 88/07
Office : SEALDAH COURT
Room No. : 101 (1st Floor)

Notarial Certificate

YO ALL THESE PRESENTS SHALL COME I SAID MADHU CHHANDA BHATTACHARYYA appointed by the government of West Bengal as NOTARY being authorised to practice as such the District of KOOLATA 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 Marked 'A' amongst others, hereinafter called the paper WRITINGS 'A' are presented before me by the Executant(s)

Deed of Testaments

The Name had style of high quality
- construction of 19A/28, Seal No
R.S. Tanyra, Kat - 15.

M.C. BHATTACHARYYA
NOTARY
REG. NO. 88/07
KOLKATA

1.9 FEB 2020

herein after referred to as the "executant(s)" on this, the _____ day
of _____ Two thousand _____

The executant(s) having admitted the execution of the "PAPER WRITINGS A" in respective hand(s) in the presence of the witness, who at 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 certify that the said execution is in the respective hand(s) of the executant(s)

IN 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.

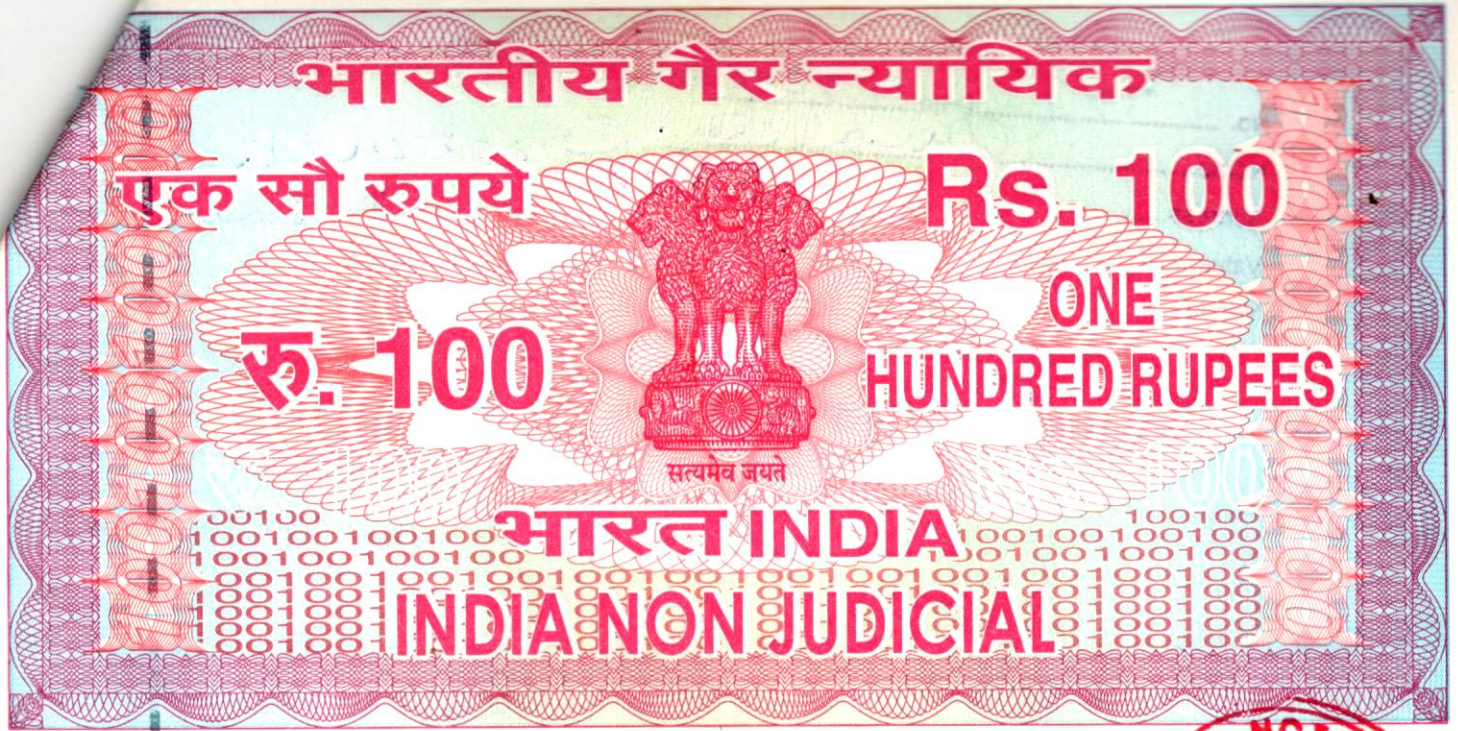
IN FAITH AND TESTIMONY WHEREOF I, the said NOTARY, have hereunto set and subscribed my hand and affix my Notarial seal of office at Sealdah Court at Sealdah in the Dist. at Kolkata on this the _____ day of _____ two thousand _____

Notarial Seal as official
M.C. BHATTACHARYYA
NOTARIAL
KOLKATA

MADHU CHHANDA BHATTACHARYYA
NOTARY

1.9 FEB 2020

1.9 FEB 2020



पश्चिमबंगाल पश्चिम बंगाल WEST BENGAL



DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made at Kolkata on this 14th day of February, 2020 **BETWEEN SMT. ANUVA SAHA** aged about 62 years, daughter of Late Sri Chintaharan Mondal, resident of 13A, Madanmohantalla Street, P.S. Shyampukur, Kolkata - 700 005 (**Hereinafter to be called the First Party**) **AND SRI SUDIPTA ROY** aged about 50 years, son of Late Sri Monoranjan Roy resident of 19A/28, Seal Lane, P.S. Tangra, Kolkata - 700 015 (**Hereinafter to be called the Second Party**);

WITNESSETH that it is hereby mutually agreed that the said Smt. Anuva Saha and Sri Sudipta Roy shall become partners in the business of Construction & Allied Activities upon the following terms and conditions:

- (1) The partnership shall commence on the 14th day of February, 2020 in the name and style of **M/s. Quality Construction**.
- (2) The Partnership business shall be that of **Construction & Allied Activities** and such other business or businesses as the partners may from time to time unanimously agree upon.
- (3) The partnership business will be carried on at **19A/28, Seal Lane, P.S. Tangra, Kolkata - 700 015** unless removed to some other convenient place by mutual consent of the parties hereto.

(4) The capital of the partnership shall be the sum of Rs. 20,00,000/- (Rupees Twenty Lacs) and shall be contributed by the partners in equal shares and shall belong to the partners in such equal shares and if any time hereafter any further capital is required for the purposes of the partnership, unless otherwise agreed,

Sudipta Roy

Anuva Saha

M.C. BHATTACHARYYA
Notary Public
Govt. of W.B.
Regn. No. - 88107
KOLKATA

19 FEB 2020

No. 343 Date 132-20

Name

Address

Value

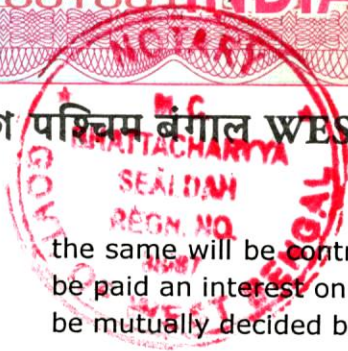
Vendor

Quality Construction
19 A Be Seal Lane
KOL-15

NARAYAN CH. MONDAL
Stamp Vendor of B.L. & L.R.O., Kuttali
Sub-Division Baruipur, 24 Pgs. (S)



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL



the same will be contributed by the partners in equal shares. The partners shall be paid an interest on the capital contributed at a percentage per annum as may be mutually decided but not exceeding 18% per annum.

(5) The profits and losses of the business (including loss of capital) shall be divided and borne by the partners in equal shares.

(6) That Smt. Anuva Saha and Sri Sudipta Roy have agreed to keep 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 in the following proportion:

Smt. Anuva Saha 50 per cent of such amount

Sri Sudipta Roy 50 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.

19 FEB 2020

Sreedipta Roy

Anuva Saha

M.C. BHATTACHARYYA
NOTARY
GOVT. of W.B.
Regn. No. - 88107
KOLKATA

No. 342 Date 13.2.20

Name Quality Construction

Address 19 A 28 Seal Lane

Value 100/-

Vendor

NAKATAN CH. MONDAL

Stamp Vendor of B.L. & L.R.O., Kultali
Sub-Division Baruipur, 24 Pgs. (S)



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(7.) Each partner shall

(i) Be just and faithful to other partners in the transactions relating to partnership business

(ii) Pay his separate debts and indemnify the other partners and assets of the firm against the same and all other proceedings, costs, claims or demands in respect thereof;

(iii) Give full information and truthful explanations of all matter relating to the affairs of the partnership to all the partners at all times.

(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.

(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:

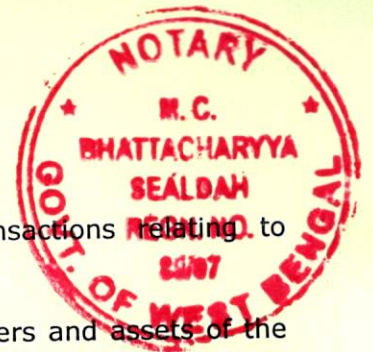
SL. No.	Name of Party	Share in Profits
1.	Smt. Anuva Saha	50%
2.	Sri Sudipta Roy	50%

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

(11.) That the bank account or 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 accounts 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.

(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 from time to time. It is

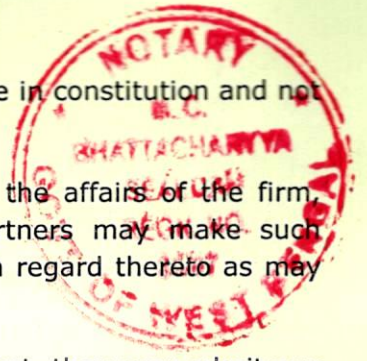


Sudipta Roy.

Anuva Saha

M.C. BHATTACHARYYA
NOTARY
Govt. of W.B.
Reg. No. - 88/07

hereby further 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 them.

(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.) That the partners to this deed are partners in their individual capacity. The parties do not represent any other person.

(17.) All bonds, bills, notes, bills of exchange, hundies or promissory notes or other securities given on behalf of the partnership (except cheque) 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 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.

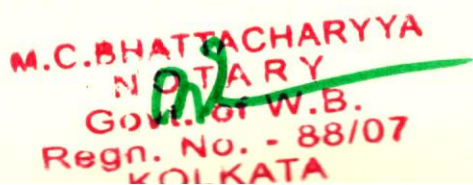
(18.) No partner shall without the consent of the other partners —

- (i) Engage in any other businesses directly or indirectly.
- (ii) Lend money or give credit of the goods of the firm to whom the other partners have previously forbidden him to trust.
- (iii) Mortgage, change or assign his share in the assets or profits of the firm.
- (iv) Draw, accept or endorse any bill of exchange or promissory note on account of the firm.
- (v) Engage, remove or dismiss any apprentice, employee or agent of the firm.
- (vi) Give any security or promise for the payment of money on account of the firm except in the ordinary course of business.
- (vii) Give bail, bond or guarantee or become surety for any person or do or knowingly suffer any thing to be done where the partnership property may be endangered.
- (viii) Compromise or compound or release or discharge any debt due to the partnership.

(19.) 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.

Sudipta Roy.

Anura Saha.



19 FEB 2020

(20.) That all disputes and differences whatsoever which shall arise between the partners or between the partners and the personal representatives of the deceased partner relating to any matter whatsoever touching the affairs of the partnership or the interpretation of this agreement and whether before or after the determination of the partnership shall be referred to a single arbitrator, if the parties agree upon one, otherwise to two arbitrators one to be appointed by each party to the difference in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force.

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. Abhijit Sarkar
34, Shyampur Street
KOLKATA-700004
2. Prabir Kumar Das
SSA Akul Mishra Lane
Kat-5

Anuva Saha

Smt. Anuva Saha

Sudipta Roy

Sri Sudipta Roy

M.C. BHATTACHARYYA
NOTARY
Govt. of W.B.
Regn. No. - 88/07
KOLKATA

MADHU CHANDRA BHATTACHARYYA
88/07 (Regn. No.)
Govt. of West Bengal
Kolkata

19 FEB 2020

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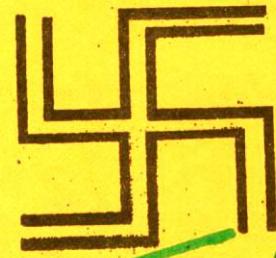
THE DAY OF 20
PAPER WRITINGS 'A'

&

THE RELATED
NOTARIAL CERTIFICATE

M.C. BHATTACHARYYA
NOTARY
Govt. of W.B.
Regn. No. - 88/07
KOLKATA

19 FEB 2020



M. C. Bhattacharyya
MADHU GHANDA BHATTACHARYYA

NOTARY

Govt. of West Bengal
Registration No.- 88/07
Sealdah Court.

Room No - 101, Kolkata - 14

Residential and Chamber Address :

15C, Crematorium Street

Kolkata - 14

Ph. No - 2284 2388 (Resi)

Court - 2850-2105/84171103