EGD. No. 99 / 2007

SI. No. 53 Dt.1.... SEP. 2016

NOTARIAL CERTIFICATE

TO ALL MEN THESE PRESENT SHALL COME. I, MD ABED ALI LASKAR Advocate & notary practicing as a NOTARY in the Alipore Judges Court within the District of SOUTH 24 PARGANAS in the state of West Bengal within the Union Of India, do hereby declare that the paper writings collectively marked "A" annexed hereto hereinafter called the paper writing "A" are presented before me by the executant (S)





hereinafter referred to as the executant (S) on this, the 1 4 SEP 2016 the day of Two Thousand

Rower of Attorney / Partnership Will
Agreement / Declaration / others;

The "executant" (S) having admitted the execution on the "Paper Writing" "A" in respective hand (S), in the presence of the witness (es) who as such, subcribe (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 the said execution is in the respective hand (S) of the executant (S)

AN 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.



NOTARIAL STAMP



MD ABED ALI LASKAR

NOTARY

Govt. of West Bengal

Regn. 99/2007

Alipore Judges Court

Bar Library 1st floor Hall

District South 24 Parganas

S/L. No. 53 Date ______ 1-4 SEP 2010



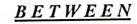
পশ্চিমব্রুগ पश्चिम बंगाल WEST BENGAL

580225

DEED OF PARTNERSHIP



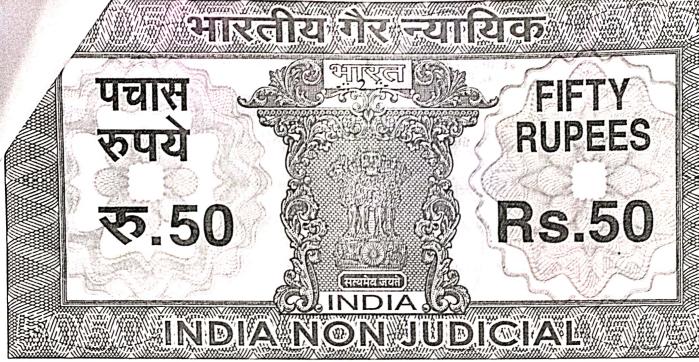
THIS DEED OF PARTNERSHIP made this 14th day of September, Two Thousand Sixteen



SRI SOURISH BOSE, son of Late Tarapada Bose, by caste: Hindu, by occupation: Business, by nationality Indian, having PAN ADJPB0802B, residing at 2, Swami Vivekananda Road, Post office: Jadavpur, Police Station: Jadavpur, Kolkata: 700032, District: South 24 Parganas hereinafter referred to as the PARTY of the FIRST PART;

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SRI DIPANKAR DAS, son of Late Adhir Chandra Das, having PAN.

ADTPD6476F by religion Hindu, by occupation: Business, by

Nationality: Indian, of A-38, Survey Park, Police Station: Survey

Park, Kolkata: 700075, District: South 24-Parganas hereinaster

referred to as the <u>PARTY</u> of the <u>SECOND PART</u>;

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14 SEP 2016



WHEREAS the above parties have decided to carry on a business under the name and style of M/S SHRISTI with it's Principle Place of business at 2, Swami Vivekananda Road, Post office: Jadavpur, Police Station: Jadavpur, Kolkata: 700032, District: South 24 Parganas with effect from 14th day of September 2016.

AND WHEREAS to avoid any future disputes and differences amongst the parties, the parties herein have thought it advisable to enter into a written instrument and the they having accepted the proposal "this Deed of Partnership" is entered into amongst the parties on the following terms and conditions.

NOW THIS INDENTURE WITNESSETH AND THE PARTIES HERETO HEREBY AGREE as follows:-

1. That the Firm name shall be of <u>M/S SHRISTI</u> with it's Principle Place of business at 2, Swami Vivekananda Road, Post office: Jadavpur, Police Station: Jadavpur, Kolkata: 700032, District: South 24 Parganas or at such other place as shall be found more convenient and agreed upon between the partners. The branch offices shall be opened as may be decided by the partners from time to time.



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- 2. That the Partnership shall be deemed to have commenced on and from 16th day of September 2016 with the introduction of capital of Rs.1,00,000/- by each partner.
- 3. That the accounting year of the partnership shall be followed according to English financial year commencing from 1st day of April and ending on 31st March every year.
- That the business of the Partnership will ordinarily be that of Development and Constructional jobs, Building Material Supply and different kinds and other allied works but the partners shall have the option to embark upon any new line of business and open and close branches and all the terms and conditions of the Partnership shall apply to them.
- That the Partnership shall be at Will and will continue so 5. long as the partners may desire. If any Partner desires to quit, retire from the Partnership he/she may do so by giving three months' notice in writing to the other Partners and on the expiry of the notice period the retiring Partner will be entitled to withdraw his/her contribution in the capital and other moneys as may at the relevant time and to the credit of the retiring Partner. In case of death of one of the partner, other partners will be entitled to continue and carry on the business of the said firm and the heirs or legal representatives of the deceased



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partner may become partner on the same terms and conditions as were applicable to the deceased partner unless otherwise agreed. if for any other reason durring the Partnership business any Partner becomes an insolvent and/or physically or mentally incapable of looking after the Partnership business in that event the so affected Partner shall be dropped from the Partnership and/or in his place a fresh Partner may be taken or the business may be wholly taken up by the other Partner after making payment of capital or other moneys at may at the relevant time stand accrue to the credit of him/her. in the event of one of the partner withdrawing from the Partnership, the Other Partner may either continue the business in manner prescribed aforesaid or may publish notice or dissolution of Partnership in the local official gazette and in local vernacular newspaper.

6. That the Parties hereto shall participant in the Profits & Losses of the Partnership as ascertained from year to year as follows:-

a) First Party : 50%;

b) Second Party: 50%;

7. That the parties hereto shall contribute such sums of money wards the capital of the partnership as may be mutually agreed upon by the parties hereto.

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- 8. The Partners will have the right to make additions and alterations to and in the terms and conditions hereof whenever they may mutually decide in favour of making such addition and or alteration.
- The Partnership will have at least one Banking account with any of the Banks at a Branch convenient for the Partners to transact business with such Banking Account shall be operated by two Partners jointly.
- 10. Proper books of accounts and records of the business of the partnership firm shall be kept at the principal place of business of the partnership. The partners shall have free and full access to inspect and examine the books of accounts and other records of the partnership firm and obtain a copy of the same whenever thought fit.
- 11. THAT, and any further Capital which may be required hereinafter shall be contributed by the partners in as much as one can provide and it shall not be binding or compulsory for the partners to contribute Capital in proportion to their respective shares and the capital required shall be contributed, managed and arranged by the partners hereto in such a manner as may be agreed upon mutually from time to time.

THAT, the partners hereto shall be paid interest @12% Simple Interest per annum on their respective Capital balance standing on the

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beginning of the accounting period and also on any fresh introduction thereto made during the year. However, the partners will pay no interest to the Firm on withdrawals made by them in excess of their capital employed from the firm.

13. THAT, the partners hereto shall be actively engaged in conducting the affairs of the business and shall be treated as WORKING PARTNERS within the meaning of Explanation 4 to Clause (b) of Section 40 of the Income Tax Act, 1961.

14. THAT, the partners hereto shall be entitles to Monthly Salary/Remuneration calculated shall be subject to the provisions and limitation of the Income Tax Act, 1961. However, if the Salary/remuneration referred hereinabove and calculated in accordance with the aforesaid provisions/terms/rates at all exceeds the Book-Profit, the said Salary/remuneration will be limited/restricted to the amount of BOOK-PROFIT.

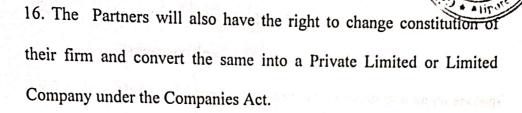
15. The Partners shall be entitled to periodical drawings subject to availability of shareable funds at the disposal of the Firm and the Quantum of drawings drawn during a financial year by the partners shall be debited to their respective current accounts and finally

dusted against their salary dues and sharers of profit earned by each

them at the time of each final accounting.

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- 17. It is further agreed that the Parties hereto i.e. all the Partners of the said business shall gain and/or sustain Profit and Loss equally as per their shares in the business.
- 18. No partner shall singly borrow money in the name of the Partnership business without the knowledge and consent of the other Partners.
- 19. Neither Partner shall without specific consent of the other partner do or cause to be done any of the following acts.
- 19.1 Neither directly nor indirectly engage or be concerned or interested in any business of like nature during the continuance of the present Partnership business.
- 19.2 Appoint any staff or menial workers and/or dismiss any agent or servant of the Partnership Firm.
- 19.3 Lend any moneys or deliver on credit any of the things/assets
 of the Partnership firm to any person or persons whom the
 other Partner has previously in writing forbidden to trust.

Except in ordinary course of business give any security or promise for payment of money on account of the Partnership.

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- 19.5 Assign or charge his/her share in the assets or profits of the Partnership firm.
- 19.6 Draw and accept or endorse any promissory note on account of the firm.
- 19.7 Remit the whole or any part of any debt or sum due to the Partnership business.
- 20 All moneys and instruments of money shall be deposited in the Banking Account or Accounts of the Partnership. The Partners will however have the right to keep such cash at the place of business of the Partnership as may be deemed necessary for meeting the day to day expenses
- Any notice hereby required or authorised to be given by any of 21. the Partner to the other, shall be sufficiently given by leaving the same addressed to him/her at the Principal place of business of the Partnership firm or by sending the same by prepaid registered post to his/her usual or last known address.
- The Partners shall hold at least one meeting every 15 days for 22. review the progress of the work and formulate the business policy. Extra-ordinary situation the Partners will have the right to call for a extra-ordinary meeting by the giving 24hours notice with regard to management and administration of the said Partnership business but written consent of the partners are required.



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23. In case of any disputes arises between the Partners with regard to the function, management and administration of the Partnership Civil Court have competent jurisdiction and also have the power to try the said dispute.

IN WITNESS WHEREOF the PARTIES hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

by the withinnamed PARTIES in the presence of:

WITNESSES:

1. Sulapa Saha Sourish B Advocati Alipone Judgui Court FIRST PART Work Nata - 700027. 2. Mohit Las Nama. VILLE PS (PO - Obthusper Dop on Por As Difference De Augus.

Sourish Bose.

FIRST PARTY

SECOND PARTY.

Identified by

Drafted by

Daz Craya

S Das Cross

Advocate Alipore Judges Court Kolkata:700027

Alipur Sub-Div.

1 4 SEP 2016





PAPER WRITING 'A' THE RELATIVE NOTARIAL CERTIFICATE

MD. ABED ALI LASKAR Advocate

NOTARY PUBLIC

GOVT. OF WEST BENGAL REGD. NO. 99 / 07



ADDRESS

Resi: Kandarpapur Garia, P.s.- Sonarpur, Kolkata - 84

Bar Library : 1"Floor Alipore Judges Court

Kolkata 700 027

Chamber: 22/1A, Shamsul Huda Road, Kolkata - 700 017

Yunush Ali Molla

Advocate's Clerk

Mob: 9831523743