

09 JUL 2021

Serial No. 248 Date

Professional address
District Judge's Court
Burdwan-713101

Notarial Certificate

(Persuant to sec. 8 of the Notaries Act. 1952)

TO ALL TO WHOM THESE PRESENTS SHALL COME

I, Manoj Kumar Bhattacharyya duly appointed by the Government of West Bengal as a NOTARY throughout Burdwan District and authorised to practice as a Notary in Burdwan District, West Bengal, within the Union of India, do hereby verify, authenticate, certify, attest, as under the execution of the instrument annexed hereto collectively marked ANNEXURE 'A' on its being executed/ admitted and identified by the respective signatories as to the matters contained therein, presented before me by the "Executant's".

Between

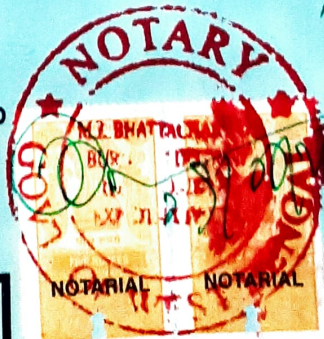
Prasanta Bose AND Ayan Banerjee,
as per annexure A. Id. Id. by S.A.
Mukhopadhyay, Id. Adv, Burd.

hereinafter referred as the "Executant/s", on the *9th* day of *July* the year two thousand *twenty-one*.

THE "EXECUTANT/S" having admitted the Execution on the Paper writings ANNEXURE "A" in respective hand/s in the presence of the s/es, who as such. Subscribe/s signature/s, thereon and, being as to the identify of the executant's, and said execution, I have of the execution of the "Paper Writings" ANNEXURE 'A' and testify the said execution is in the respective hand/s of the executant/s. AN ACT WHERE OF being required of a Notary, I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as need the occasion shall or may require.

IN FAITH AND TESTIMONY WHEREOF, being required of Notary. I, the said Notary do hereby subscribe my hand and affix my Notarial seal of office at Burdwan on this day of *9th* *July* *2021* *Manoj Kumar Bhattacharyya*

Notarial Stamp



M.K. BHATTACHARYYA

Notary

Govt. of West Bengal

Regn. No.- 28/1996

1 No. Khalui Bill Math,

Burdwan District. Ph.: 2663650

District Judge's Court, Burdwan.

Mob: 9932742419

E-mail: mkb.adv@sify.com



09 JUL 2021

Sl. No. 248

09 JUL 2021



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AD 685894



✓ Prasanta Bose

✓ Agan Banerjee

Signed in my Presence & Identified by me
Advocate**DEED OF PARTNERSHIP****"M/s SRISHTI CONSTRUCTION"****ANNEXURE-A**

THIS RECONSTITUTION OF DEED OF PARTNERSHIP made this 9th day of July, Two Thousand and Twenty One, BETWEEN:

1. PRASANTA BOSE, aged about 49 yrs, s/o Late Hemendra Narayan Bose, r/o Baranilpur, Shurid Para, P.O. Sripally, Town & Dist. Burdwan, PIN-713103 by faith Hindu, by occupation business, hereinafter referred to as the PARTNER OF THE FIRST PART.

AND

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Manoj Kumar Bhattacharyya

NOTARY

1, KHALUTBILL MATI
BURDWAN DISTRICT
REGD NO -26/1998

19 JUL 2021

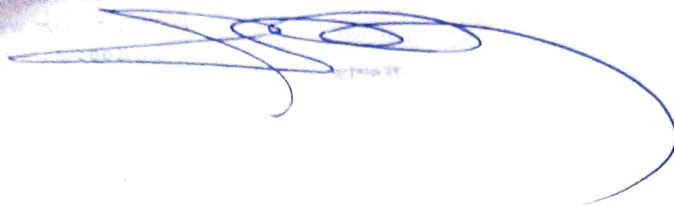
1692

31/5/21

M/S Sriшти Construction
Rurbabandhaman

100/-

11 MAY 2021



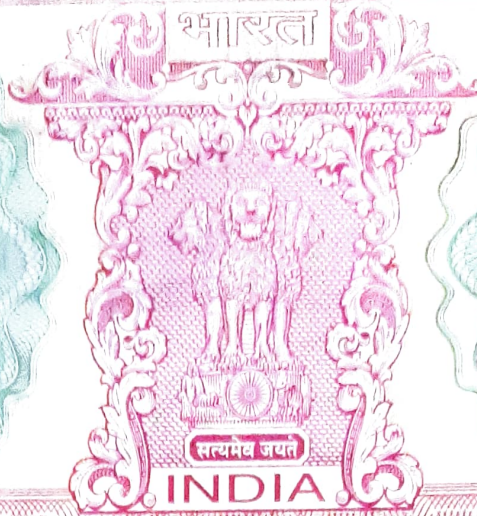
सहस्रपुर

01 JUL 2021

भारतीय गैर न्यायिक

पचास
रुपये

रु.50



INDIA

FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AA 334209



✓ Prasanta Bose

✓ Ayan Banerjee

Signed in my presence &
'identified' by me
[Signature]

ANNEXURE-A

2. AYAN BANERJEE, aged about 48 yrs, s/o Ramen Chandra Banerjee, r/o Sarat Chandra Banerjee Road, Telmarui Para, P.O., Town & Dist. Burdwan, PIN-713101, by faith Hindu, by occupation business, hereinafter referred to as the PARTNER OF THE SECOND PART.

All the relation to one another and to the under mentioned firm as such being also referred to herein after jointly and severally as "PARTNERS".

Cont. page... 3

Mang Kumar Bhattacharyya

NOTARY

1, KHALUIBILL MATI
BURDWAN DISTRICT
REGD NO-28/1988

Presente Bare
 By Don Bangre

Myself M. K. Bhatta
 Notary Public
 Burdwan District

WHEREAS the party of the FIRST PART & SECOND PART and now Deceased MAUHA NEOGI were conducting a Partnership Business relating to planning, Estimation, Supervision, Promotership and Development of land & building and other allied services and/or articles under the name & style of "SRISHTI CONSTRUCTION" having its registered office at Baranilpur, Shurid Para, P.O. Sripally, P. S. Burdwan Sadar, Dist. Burdwan (now Purba Bardhaman), West Bengal 713103 by virtue of a **Deed of Partnership executed on 07th day of May 2014; AND WHEREAS** the said MAUHA NEOGI had 1/3rd share in the Partnership Firm by virtue of the same deed.

AND WHEREAS due to sudden demise of MAUHA NEOGI on 08/05/2021, her share was devolved upon her mother ANJJALI NEOGI and after the demise of her mother ANJALI NEOGI on 14/05/2021, her share devolves upon her two married daughters namely MOUSUMI NEOGI ADHIKARI & PINKI NEOGI MISHRA and one son namely SRI DIPANKAR NEOGI as per terms of the Deed of Partnership executed on 07th day of May 2014;

ANNEXURE-A

AND WHEREAS the legal heirs are not willing to conduct the said Partnership Business in place of late MAUHA NEOGI and relinquished & released of all their share, right, title and interest in the business of the said Partnership Firm and its assets including goodwill, all licenses & permits held by the said Firm and also its outstanding dues and receivables and outstanding contracts from the Partnership Firm from the very first date of demise of deceased Mahua Neogi and executed a Deed dated 02nd June 2021 accordingly in favour of First and Second Partner AND accounts have been made up of the assets subject to the debts & liabilities and of the profits earned till today.

Cont. page...4

Mary K. Bhatta

NOTARY
 1, KHALUBILL MATH
 BURDWAN DISTRICT
 REGD NO-28/1998

09 JUL 2021

*Prasanta Das
Dyan Banerjee*

*signature is my presence &
identified by me*

AND WHEREAS the legal heirs of late **MAUHA NEOGI** confirmed that there is no due and payable to them in lieu their share, right, title and interest in the business of the said Partnership Firm and its assets including goodwill, all licenses and permits held by the said Firm and also its outstanding dues and receivables and outstanding contracts from the Partnership Firm and have no other claim against the **CONTINUING PARTNERS** i.e. the party of the **FIRST PART & SECOND PART** in respect of the Firm. The party of the **FIRST PART & SECOND PART** further agreed and indemnified, discharged all liabilities of the said legal heirs on and from 08/05/2021.



WHEREAS the above named parties of the **FIRST** to **THIRD PARTS** is continuing the same business of Planning, Estimation, Supervision, Promotership and Development of land and building on co-partnership basis under the name and style as "M/s SRISHTI CONSTRUCTION," at the same premises at Baranilpur, Shurid Para, P.O. Sripally, Town & Dist. Burdwan, PIN-713103 on and from 8th day of May, Two Thousand and Twenty One on the following terms and conditions as have been mutually settled and agreed upon by and between the parties.

ANNEXURE-A

AND WHEREAS with a view to avoid any possible legal effect and difficulties which may happen in future in connection with the matter concerning the said partnership, it has been deemed to desirable to draw up, execute and register under the Partnership Act, a comprehensive instrument of partnership properly and permanently embodying therein all such precise terms and conditions on the basis of which the partnership will run in future.

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Mamoy Kumar Bhattacharyya
NOTARY

1, KHALUIBILL MATH
BURDWAN DISTRICT
REGD NO-28/1998

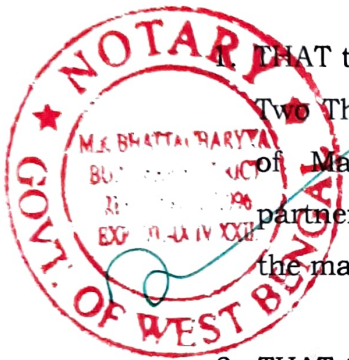
09 JUL 2021

Prasanta Bane
Ayan Banerjee

Signature of my client duly
identified by me

NOW THIS INDENTURE WITNESSTH and parties do hereby mutually covenant and agrees to become and continue as partners in the aforesaid business under the terms and conditions subject to the stipulation mentioned in the following articles:

TERMS AND CONDITIONS:



1. THAT this Deed of Partnership is made this 9th day of July, Two Thousand and Twenty One but effective from 8th day of May, Two Thousand and Twenty One and the partnership shall continue till the same is determined in the manner here after provided.

2. THAT the business of the partnership is and shall continue to be carried on in the name and style as "M/s SRISHTI CONSTRUCTION".

ANNEXURE-A

3. THAT the "HEAD OFFICE" and "Principal place of business" is and shall continue to be at Baranilpur, Shurid Para, P.O. Sripally, Town & Dist. Purba Bardhaman, PIN-713103. Provided however, the parties shall have the option to change the address of the registered office of the partnership and/or open or close any branch or branches of the partnership as and when partners think necessary.

4. THAT the accounts shall be kept in Bengali/ English language.

Cont. page...6

Mary K. Bhattacharyya

NOTARY

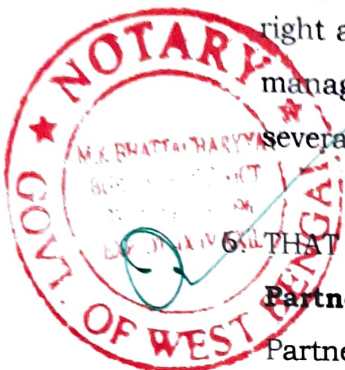
1, KHALUIBILL MATH
BURDWAN DISTRICT
REGD. NO. -28/1958

09 JUL 2021

Prasanta Bera
Ajay Banerjee

for

5. THAT each of the partners of the firm shall be deemed to be fully authorized agent in relation to one another and /or to the Firm (as such) with regard to and respect of every bona fide activity concerned with the ordinary business of the partnership and each of them shall have full and equal right and power over and respect of the policy, control and management of this partnership concern jointly as well as severally.



6. THAT the partnership is, shall continue to be a **Partnership-at-Will**, and shall be governed by The Indian Partnership Act, 1932.

7. THAT the partnership shall continue to carry a business of Planning, Estimation, Supervision, Promotership and Development of land and building and other allied services and/or articles. In case of unanimity, they may deal in such other commodity/ commodities and carry on such other business/ businesses as may agree upon.

ANNEXURE-A

8. THAT the partners have contributed capital as per books of accounts and if further capital is required in future for the business of the firm, the same shall be introduced by the partners according to their convenience irrespective of their profit sharing ratio. Partners agreeing, the Partnership shall be able to rise loan from any Third party or on from any Financial Institution or from any Bank on suitable terms.

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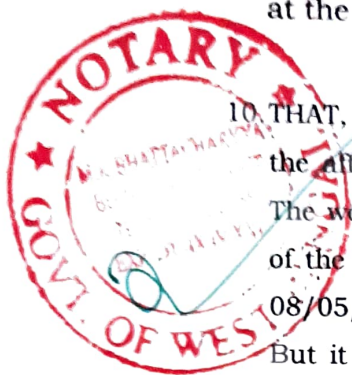
Munoy Kumar Bhattacharyya

NOTARY
3, KHALIBILL MATH
BURDWAN DISTRICT
REGD NO - 2018/08

Prasanta Barik
Ayan Banerjee

*signed in my presence &
identified by me*
Adhikari

9. THAT the partners will be entitled to take interest @ 2% per annum on the balance of their Capital Accounts and loan accounts (if any) standing as on 1st April every year. Such interest will be charged against revenue of the firm and shall be debited in the Profit & Loss Account to arrive at the Net Profit or loss of the firm.



10. THAT, each of the partners shall employ themselves diligently in the affairs of the partnership and shall manage the business. The working partners such active participation in the business of the firm will be entitled to draw any remuneration from the 08/05/2021 equally as per mutual agreement from time to time. But it provided that the above named partners are entitled to have remuneration according to the ratio and such remuneration shall be computed annually on the basis of eligible ceiling limit prescribed in the Income Tax Act, 1961. The remuneration shall be distributed amongst the working partners. Provided further that such terms may be altered /varied by the consent in writing of all the partners and such remuneration shall be reckoned as expenses of the business.

ANNEXURE-'A'

11. THAT each of the working partners such active participation in the firm shall be entitled to draw Rs. 15,000/month (Fifteen Thousand only) or as any lesser sum, as may be mutually agreed upon and such drawings will be adjusted as per clause (10) provided herein before. In case of loss or inadequacy of profit such drawings or excess drawings over his entitlement of remuneration (as the case may be) shall be debited against the personal account of the respective partner.

Manoj Kumar Bhattacharyya

NOTARY

1, KHALUBILLI MATI
BURDWAN DISTRICT
REGD NO -28/1998

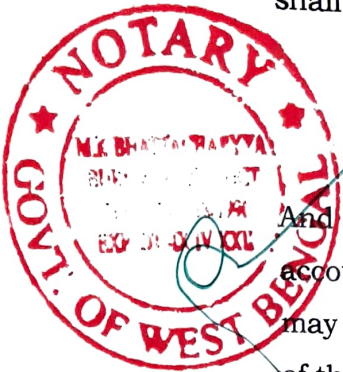
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Prasanta Bose
Ayan Banerjee

NOTARY PUBLIC
IDENTIFIED BY
[Signature]

12. THAT the respective shares of the aforesaid partners of the firm in the profits and /or losses (if any) of the firm shall be follows: -

(i) PRASANTA BOSE	= 50%
(ii) AYAN BANERJEE	= 50%
	<u>100%</u>



And the profits and/or losses (if any) in respect of every accounting year shall be credited or debited (as the case may be) in their respective personal accounts in the ledger of the firm in accordance with above specified shares.

13. THAT the partnership firm may open any Bank Account in any Nationalized/ co-operative/ private bank decided by the partners and the said bank account shall be operated under the signature of the two partners jointly and the existing bank account continue as usual and the operating bank / banks shall be informed accordingly.

ANNEXURE-'A'

14. THAT the accounting year of the firm shall be closed every year on 31st March.

15. THAT if any partner wants to retire from the firm, he can do so by giving One Calendar Month's notice to the other partners and after that he can withdraw his capital within not less than six calendar month and by three installments and the amount of the installments will fixed by the other partners after the date of notice.

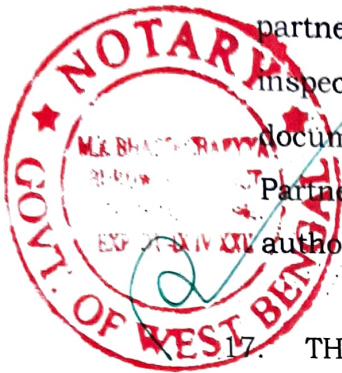
Manoj Kumar Bhattacharyya
NOTARY
1, KHAIRUBILL MATH
BURDWAN DISTRICT
REGD NO -28/1998

Cont. page...9

Pravanta Bane
Ayom Banejee

signed in my presence &
identified by the
for
Advocate

16. THAT usual Books of Accounts shall be kept properly posted and shall not be removed from the place of business without the consent of other partners. That each of the partners shall at all reasonable hours be entitled to freely inspect, examine and/or take copies of all accounts, documents, records, papers, etc. relating to this Partnership either personally or through some agents authorized in writing on this behalf.



17. THAT in the death of the any of the aforesaid partners the firm will not be dissolved but the deceased partner's legal heirs and successors will step into the place and the firm shall carry on if no fresh Partnership Deed is executed.

18. THAT during the continuance of the partnership any partner and/or on his death, his legal representatives may make a written nomination within three months of the death of a partner of the person to take the place of that partner. If on the death of a partner, the nominated person does not desire to join the partnership, the legal representatives of the deceased partner shall be entitled to the amount due to the deceased on the date of death and he/she will get the amount as per the conditions herein above referred. However the legal representative shall have no right or claim to the goodwill of the firm.

ANNEXURE-A

Mang Kunal Bhattacharya

NOTARY

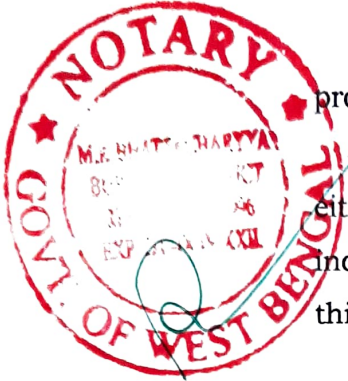
1, KHALIBILL MATI
BURDWAN DISTRICT
REGD. NO-28/1998

09 JUL 2021

Parasanta Banerjee
Aryan Banerjee

Witnessed by my Presence
Notary Seal

19. THAT notwithstanding any contrary provisions contained in these presents, it shall be open to the above named partners in the event of unanimity amongst themselves: -



a) To alter, postpone, cancel or modify any of the provisions set forth herein.

b) To close or to open branches or new business either by themselves or in partnership with other individuals to admit any new partner or partners to this firm and settle terms and conditions thereof.

20. THAT the firm shall not be responsible for any personal debt or liability of any of the partners.

21. THAT matter of dispute or difference between the parties hereto with regard to any matter relating to the Partnership Business shall be mutually settled between the partners, failing which shall be referred to Arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.

ANNEXURE-A

22. THAT there is limited restriction between the partners and all the partners are free from each other for any other nature of business. Or the partners are not entitled to do same type of business separately without the consent of other partners.

23. THAT all other matters not stipulated herein this deed, shall be guided by the provisions of the Indian Partnership Act, 1932.

Manoj Kumar Bhattacharya

NOTARY

1, KHALUIBILL MATI
 BURDWAN DISTRICT
 REGD NO -28/1998

Cont. page 11

24. That none of the aforesaid partners be entitled to transfer, alienate, change and /or otherwise encumber in favour of any outsider any part or whole of his interests in the firm expect with the previous written consents of the other partners.



IN WITNESS WHEREOF, WE, the aforesaid parties do set our hands this day, month and year first above written at Burdwan

SIGNATURE OF THE PARTNERS

WITNESSES

1. *Dipak Chakrabarty*
S/o Kali Pada Chakrabarty
Chetani Pur Haldar Pally
Burdwan,

ANNEXURE-A

2. *Manik Chandra Saha*
Ichelatal P.O. Sripally
Dml- Purbo Burdwan.

1. *Prasanta Bose*

PRASANTA BOSE

(1st Partner of the 1st Part)

2. *Ayan Banerjee*

AYAN BANERJEE

(2nd Partner of the 2nd Part)

Drafted by
Syamantak Haldar (Advocate)
Anita Cinema lane, Burdwan

Signed at me,
 Identified by me
[Signature]
 SWARAJ K. MUKHOPADHYAY
 B.Sc., LL.B
 Advocate
 Burdwan Dist. Judges' Court

Signatures of the Executants
 Attested on Identification
[Signature]
 Notary
 BURDWAN DISTRICT
 REGD. NO. 123456

RECEIVED BY THE
 LEGAL OFFICE
 JAIL
 11/7/21
 Notary
 Attested on Identification
 on 11/7/21