

Serial No. 1413 Date 24 MAY 2018

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

*Somenath Ray and Co ors, as per
annexure A. Dated by S.K. Ghoshal,
Ld. Adv., Burdwan*

hereinafter referred as the "Executant/s", on the 24th day of May
year two thousand *eighteen*

THE "EXECUTANT/S" having admitted the Execution on the Paper
is ANNEXURE "A" in respective hand/s in the presence of the
/es, who as such. Subscribe/s signature/s, thereon and, being
ed as to the identify of the executant's, and said execution, I have
ed the execution of the "Paper Writings" ANNEXURE 'A' and testify
at 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 occassion 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.....

Manoj Kumar Bhattacharyya

NOTARY

1, KHALUIBILL MATH
BURDWAN DISTRICT
M.K. REGD NO. 28/1996

Notary

Govt. of West Bengal.

Regn. No.- 28/1996

1 No. Khalui Bill Math,

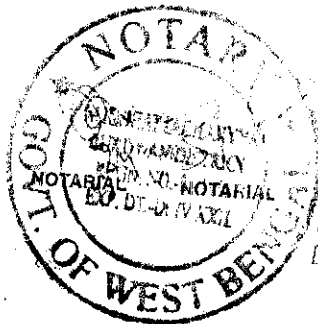
Burdwan District. Ph.: 2663850

District Judge's Court, Burdwan.

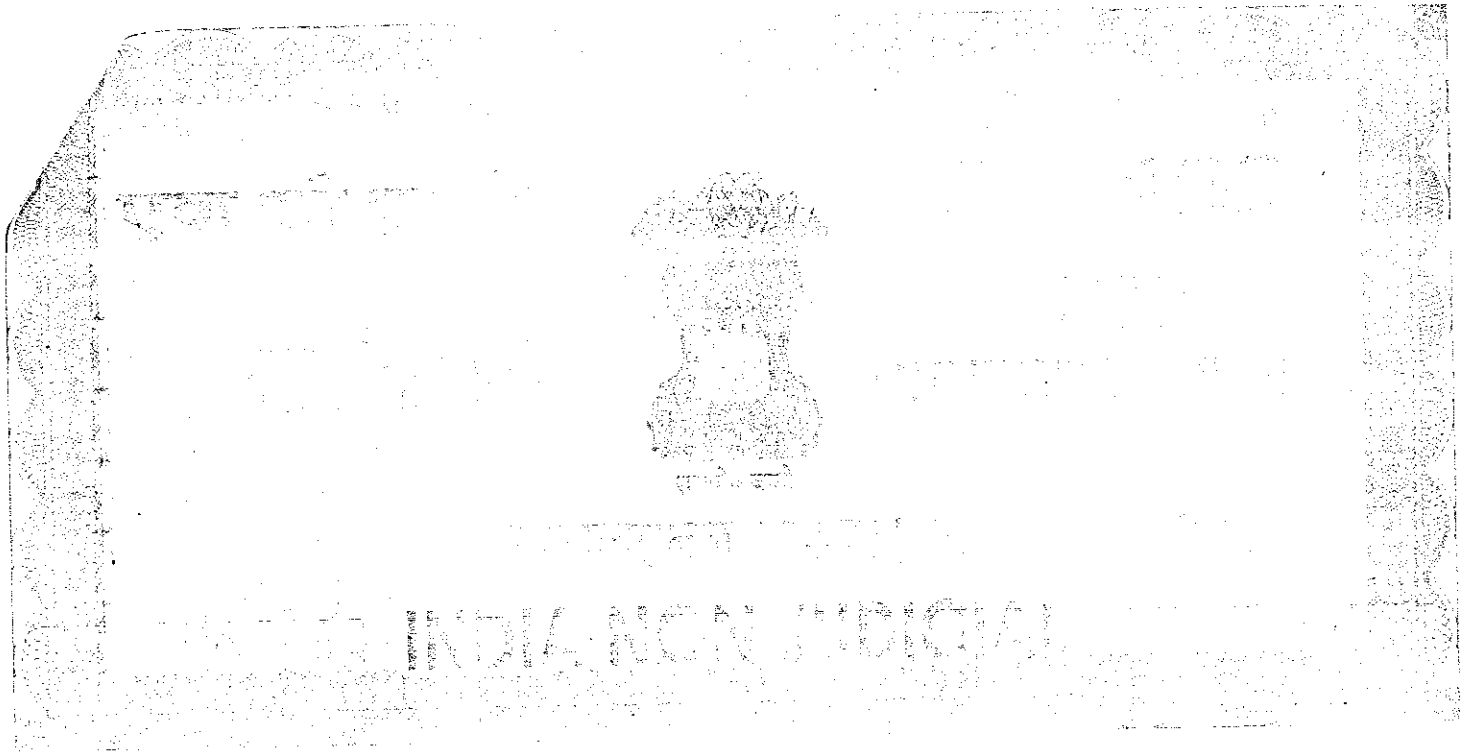
Mobile: 9932743219

E mail: mkb.edw@sify.com.

Notarial Stamp

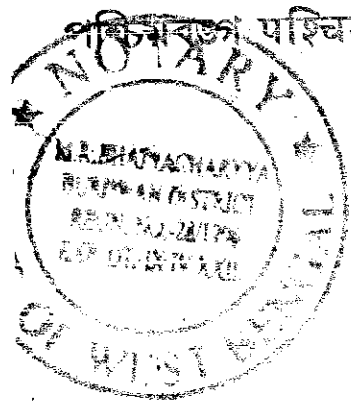


24 MAY 2018



पश्चिम बंगाल WEST BENGAL

Z 823764



Somnath Ray
Bikash Chandra Das
Baronilpur
Bikash Chandra Das
Bikash Chandra Das
Signed by me
Identified by me
Advocate

ANNEXURE 'A'

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is executed on this 23rd day of May, 2018 by and

Between

- 1) SOMNATH RAY, son of Subodh Kumar Ray, residing at Alamganj, P. O.-Nutanganj, Dist-Burdwan, Pin-713102 aged about 46 years, by nationality Indian , by faith Hindu, by occupation Business hereinafter called a partner and Party of The **FIRST PART**.
- 2) BIKASH CHANDRA DAS, Son of Late Bishnupada Das, residing at Baronilpur Aambagan, P. O.-Sripally, Dist-Burdwan, Pin-713103 aged about 45 years, by nationality Indian , by faith Hindu, by occupation Business hereinafter called a partner and Party of The **SECOND PART**.

[Faint handwritten notes]

पचास

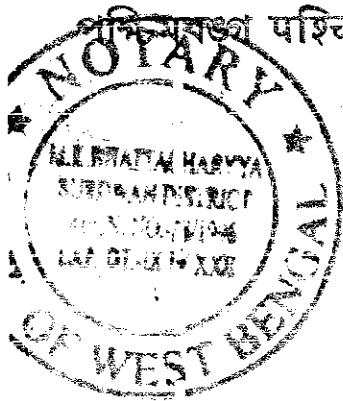
रुपये

₹. 50

FIFTY
RUPEES

RS. 50

INDIAN INTERNATIONAL



पश्चिम बंगाल WEST BENGAL

W 694616

Sanjay Kumar
Aakash Chandra Das
Yashwantrao
Debabrata Tah
Arnav Samanta
NOTARY PUBLIC
WEST BENGAL

ANNEXURE 'A'

And

- 3) SUVRO BASU, Son of Subhas Chandra Basu, residing at FL C/3 P -21 Senhati Colony, Behala, Kolkata -700034 aged about 42 years, by nationality Indian , by faith Hindu, by occupation Business hereinafter called a partner and Party of The **THIRD PART**.
- 4) DEBABRATA TAH, son of Mihir Tah, residing at Radha Pally (G.T. Road), Memari ,Dist – Burdwan, Pin -713146 aged about 43 years, by nationality Indian , by faith Hindu, by occupation Business hereinafter called a partner and Party of The **FOURTH PART**.
- 5) ARNAB SAMANTA, son of Rabindranath Samanta, residing at Satabdibag, P.O- Sripally,Dist – Burdwan, Pin -713103 aged about 36 years, by nationality Indian , by faith Hindu, by occupation Business hereinafter called a partner and Party of The **FIFTH PART**.

Sanjay Kumar
NOTARY
WEST BENGAL

Somnath Ray
Bikash Chandra Das
Suvro Basu
Debabrata Tah
Arnob Samanta

WHEREAS THE PARTIES AFORESAID are desirous, interested and have decided mutually to carry on the Business of realtors Property & real estate developers, civil contractors, property and real estate agents and other business as may be mutually agreed upon in the future under the name and style of "SMART HOMES".

6) Name & Style : That the name and style of the firm shall be "SMART HOMES".

7) Place of Business : That the principal place of business of the partnership shall be situated at 78 Baranilpur, Becharhat, P.O.- Sripally, Dist - Burdwan, Pin - 713103 Any one or more branch of branch (s) may be opened and/or closed at such place or places and under such name or names as the partners may mutually decide from time to time.

8) Capital : That the capital of the partnership business shall be the capital standing to the credit of their capital account on the 1st day of partnership firm and further capital if required shall be introduced by the partnership as mutually agreed upon by all the partners of the partnership firm .

9) Business : That the nature of the business of the partnership shall be as under:

- i) The Business of realtors Property & real estate developers, civil contractors, property and real estate agents.
ii) Other related business as decided by the partners in futures.

10) Shares : That the share of the partners in the Profit & Losses of partnership business shall be as under: -

I)	1 st Partner	SOMNATH RAY	: 20%
II)	2 nd Partner	BIKASH CHANDRA DAS	: 20%
III)	3 rd Partner	SUVRO BASU	: 20%
IV)	4 th Partner	DEBABRATA TAH	: 20%
V)	5 th Partner	ARNAB SAMANTA	: 20%

The Partners have agreed to divided and distribute of Profit & Losses of the firm with effect from the date of this deed In the aforesaid.


Mang Kumar Ghoshal

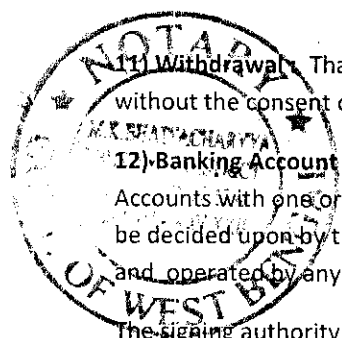
NOTARY

1, KHALUIBILL MATH
BURDWAN DISTRICT
REGD. NO.-28/1996

12 J MAY 2018

Somnath Ram
Arbhadh Chandra Rao
Yuvic Kumar
Subbavata Laksh
Asnat Somnath

Signed in my Presence &
 Identified by me.

 Advocate



11) **Withdrawal:** That the withdrawals of any sum by way of expected profits shall not be permitted without the consent of the partners in writing.

12) **Banking Account:** That the Firm will maintain and in future may maintain one or more Banking Accounts with one or more than one Nationalized Bank and / or any other financial Institution as may be decided upon by the partners of the firm from time to time and such Bank Accounts will be opened and operated by any two Partners.

The signing authority for operation of the bank accounts may be changed at any time as may be indebted in the instructions to the Bank and / or other Financial Institutions signed by any two Partners of the Firm. The Firm can raise funds by taking loans, arrange Bank Guarantee time to time for the purpose and benefit of the business from bank or any other financial institution as agreed amongst the partners.

ANNEXURE 'A'

13) **Year:** That the financial year of the firm shall be the 1st day of April or the year to 31st March of the following. The books of accounts of the firm shall be kept and maintained as per English system of book keeping. At the end of each accounting year balance sheet of the partnership firm shall be prepared and profit and loss shall be ascertained. In case of profit it will be credited in the respective capital accounts of the partners and In case of loss it will be debited from their respective capital accounts. The books of accounts shall be caused to be maintained under the care and supervision of an Accountant to be appointed by the first and second parties to this deed. That if any partner has got any objection regarding any entry in the books of accounts of the firm then the partner of partners must raise the said objection within 10 days of the date of such entry or it will not be entertained. The book of accounts shall remain in the registered office of the firm and the partners shall have access to it and they shall also be at liberty to take copies or extracts there from on any working day during working hours. After preparation of balance sheet the partners shall put their respective seals and signatures approving the balance sheet on the basis of profit and loss account.

14) **Duties:** Each partner shall be just and faithful to the other and each partner shall render his accounts and full information of all things concerning of affecting the firm to all the partners and legal representatives.

15) **Management:** That the partners shall jointly look after the affairs of the Business, maintenance of accounts, audit, tax matters and all works incidentally or ancillary there to diligently and honestly and to the best of their ability.

Mang Kumar Bhattacharya
 NOTARY
 1, KHALUIBILL MATH
 BURDWAN DISTRICT
 REGD. NO. 28/1998

12 & MAY 2018

Sunil Kumar
Rakesh Chandra Das

Yashwanth

Neelam

Ashish Samant

Notary Public
Burdwan District
REGD. NO. 28/1996

16) Borrowing Powers: The partners are free to borrow money for the purposes of business from Banks, Financial and Lending Institutions and from others and this purpose may designate one or more partners to negotiate and sign on behalf of the firm.

17) Salary: That all the partners mentioned above shall be the working partners within the meaning of sec 40 (b) of Income Tax Act to look after the affairs of the business of the firm honestly and diligently and to the best of their ability and that a monthly salary of Rs.25000/- p.m. (Rupees Twenty five thousand per month) can be paid to each partner. The salary amount may be changed from time to time as agreed upon by the partners.

ANNEXURE - 'A'

18) Interest on Capital: That interest will be paid on the amount of capital contributed by the partners subject to maximum of 12.00 % p.a. Which may be reduced to or even to nil in the interest of the partnership business in case of inadequate profit as may be mutually decided by the partners.

19) Binding : All acts, deeds and things done by the partnership shall be by mutual consent and no partner shall be authorized or be at liberty to pledge, hypothecate or encumber the property, assets or stock -in-trade of the firm without the consent in writing of the others. All loans to be binding on the firm shall be required to be executed and signed by all the partners:

20) Managing Partner: That all the partners of the firm shall take all decisions regarding policy matters of the business and shall purchase and sales, and renewal of the license for and on behalf of the partnership firm and shall also represent the firm in all offices of the Government, Income Tax, Goods and Service Tax, Sales Tax, Municipal offices, Revenue offices and shall do or cause to be done all acts and deeds done by any one partner. The remaining partners shall be bound to ratify and confirm the acts and deeds done by the signing Partner.

Manoj Kumar Bhattacharya

NOTARY

1, KHALUIBILL MATH
BURDWAN DISTRICT
REGD. NO.-28/1996

24 MAY 2018

Suresh Kumar
Ajay Chandra Rao
Suresh Kumar
Ajay Chandra Rao
Ajay Chandra Rao

21) **Dissolution / Retirement:** That the partnership shall not be dissolved at the will of any partner during the tenure of any loan from Banks, financial Institutions or third parties. Before dissolution of the firm all types of loans, if any from Banks, financial Institutions or third parties should be repaid.

After the repayment of all types of loan if any the firm can dissolved at will and any partner would be willing to dissolve the firm can be dissolved at will and any partner who would be willing to dissolve the firm can give two months notice in writing to the other partners provided all the partners agree to dissolve the firm. The notice to retire shall be in writing and duly communicated to the other partners at least two months before the date of retirement.

That on the death of any partner the heirs or legal representative of the deceased partner shall be entitled to be admitted as a partner in place of the deceased partner and in that case, so admitted partner shall bear all the responsibilities of the firm and be the same right as have been specified in various clauses of this deed. On that retirement date credit balance laying in the Capital/Current account of loan i.e. any amount due to the retiring partner would be paid by the continuing partner.

22) **Personal Debts:** Each partner pay his separate personal debts punctually and indemnify the other party to save the capital / or property of the partnership against any attachment seizure of safe

ANNEXURE-'A'

23) **Restriction:** No partner shall without the consent in writing of the other partners:

- Endorse or accept any note, bill of exchange or Hindi or surety, become bail or borrow any Substantial loan or do willingly suffer to be done anything to jeopardize the capital and / or Assets of the firm or here by those may be attached or taken in execution.
- Appoint any employee or dismiss any employee except in case of gross misconduct.
- Compound, assign or release any debt of the partnership except upon payment in full and final.
- Lend money to any person.

24) **Notice:** That all notice herein expressed to be given by any member to another or by the Partnership to any member shall be given or sent by registered post sat the address therein Mentioned or such other address as may be recorded in the records of the firm and no notice shall be less than 30 clear days.

Manoj Kumar Bhattacharyya

NOTARY

1, KHALUIBILL MATH
BURDWAN DISTRICT
REGD. NO.-28/1996

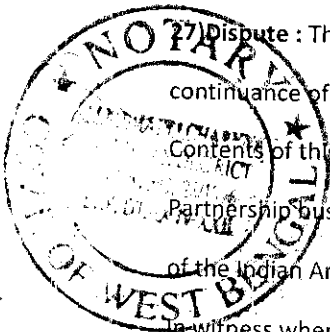
24 MAY 2018

25) **Decision Making:** That in all matters relating to the management and conduct of the day today business of the partnership, all the partners will jointly decide between themselves and decision of the majority will prevail.

26) **Change of Terms and Condition :** That the terms and conditions of the Deed may be altered or amendment or any new terms and conditions may added at any time by agreement made between the partners. That except the terms and conditions specially agreed between the partners by the deed or by subsequent agreement, the provisions of the Indian Partnership Act, 1932 shall be applied.

27) **Dispute :** That in case of any dispute or difference arising between the partners during the continuance of this partnership business or afterwards regarding the interpretation of the Contents of this Deed of Partnership or regarding and matter or transaction touching the Partnership business it shall be referred to the arbitration in accordance with the provisions of the Indian Arbitration Act 2006 and decision under arbitration shall be final.

In witness whereof the aforesaid partners have affixed their respective signature in this Deed of partnership in presence of witnessed on this 23rd day of May, 2018.

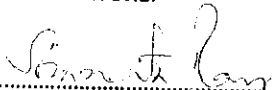
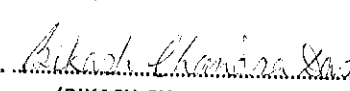
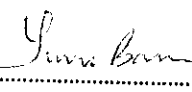
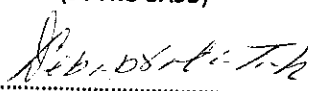
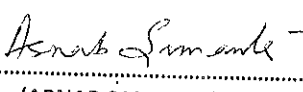


ANNEXURE - A

WITNESSES:

1. Soumik Mondal
SOUMIK MONDAL
BAJERATAPPUR
BURDWAN.
2. Debdeep Mukherjee
DEBDEEP MUKHERJEE
ANKARBAGAN,
LAKURDDI, BURDWAN

SIGNATURE:

1. 
.....
(SOMNATH RAY)
2. 
.....
(BIKASH CHANDRA DAS)
3. 
.....
(SUVRO BASU)
4. 
.....
(DEBABRATA TAH)
5. 
.....
(ARNAB SAMANTA)

Signature/s of the Executants
Attested on Identification

Manoj Kumar Bhattacharyya
NOTARY
BURDWAN DISTRICT
REGN. NO. 28/1996

Manoj Kumar Bhattacharyya
NOTARY

1, KHALIBILAL, in my Presence &
BURDWAN DISTRICT, identified by me.
REGD. NO. 28/1996

24 MAY 2018

Kishorpadhyay
Advocate
Swaraj Ki, Mukhopadhyay 24.05.18
B.Sc., LL.B., Advocate
Dist. Judges' Court, Burdwan

1326 2315118

4.2 No. Smart Homes

Address for

Stamp received

Date Tape

Signature W. Lee

Missouri 1970 - 11-10-70

1327 2315118

S.A. No. _____ Date _____

Sold to Smart Homey

Address _____

Stamp Value Rp. _____

Exchanged from Garuda Tr. No. _____

Debit _____

Stamp for Tabas di Mukherjos

Business Card Registration Office

Phone No. --9175-77

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