

Ful Kumar Agarwala
ADVOCATE
NOTARY
Malda Sadar
Malda

Phone No. 253123
Office & Residence /
South Balucher
P.S. Englishbazar
P.O. Malda
Malda-732101

A

Notarial Certificate

(Pursuant of Section 8 of the Notaries Act, 1952)



TO ALL TO WHOM THESE PRESENTS Shall Come. I, Ful Kumar Agarwala duly authorised by the Govt. of West Bengal to practise as a NOTARY do hereby verify, authenticate, certify, attest as under the execution of instrument annexed hereto collectively marked "A" on its being executed, admitted and identified by the respective signatories as to the matters contained therein, Presented before me.

According to that this is to certify, authenticate and attest the annexed instrument "A" is the

*original deed of partnership
in English language in between
(1) Agniv Saha (2) Kunkum Saha
and (3) Anjan Kumar Saha.*

PRIMA FACIE the annexed instrument "A" appears to be in the USUAL procedure to serve and avail as needs or occasions shall or may require the same.

IN FAITH AND TESTIMONY WHEREOF being required of a NOTARY I, the said Notary do hereby subscribe my hand and affix my seal of office at Malda on this the 15th day

1.4.16

भारतीय गैर न्यायिक



पश्चिम बंगाल WEST BENGAL



S 134713

A

Agniv Saha

Kumkum Saha

Ajay Kumar Saha

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made this 01st day of April, Two Thousand and sixteen between: -

i. **AGNIV SAHA**, S/O Sri Anjan Kumar Saha, aged about 36 years, by caste Hindu, by occupation Business, at present residing at 6/6 Golapatty Lane, P.S.-Englishbazar, P.O.+ Dist- Malda, Pin.-732101 (W.B), hereinafter referred to as the party of the **FIRST PART**, which expression shall mean and include unless repugnant to the context his heirs, successors and assignees.

AND

ii. **KUMKUM SAHA**, D/O Kshitish Chandra Saha, aged about 53 years, by caste Hindu, by occupation Business, at present residing at 6/6 Golapatty Lane, P.S.-Englishbazar, P.O.+ Dist- Malda, Pin.-732101 (W.B), hereinafter referred to as the party of the **SECOND PART**, which expression shall mean and include unless repugnant to the context his heirs, successors and assignees.

AND

F. K. Agarwala
Notary Malda Sadar
Regd. No. 45/99
Malda, West Bengal.

SL. No. 471 Rs 50/- Date 11.03.2016

Name M.Sc construction

VIII. Galapatty

S. B. B. Dist. Maldah.

Satish Chandra
STAMP VENDER
C.S.R. OFFICE, SADAR MALDAH
Licence No - 72

11 MAR 2016



A

भारतीय गैर न्यायिक

पचास
रुपये
रु. 50



FIFTY
RUPEES
Rs. 50

INDIA NON JUDICIAL



S 134714

Anjan Saha
Mukund Saha
Anjan Kumar Saha

iii. **Anjan Kumar Saha**, S/O Mukundlal Saha aged about 63 years, by caste Hindu, by occupation Business, at present residing at 6/6 Golapatty Lane, P.S.-Englishbazar, P.O.+ Dist- Malda, Pin.-732101 (W.B), hereinafter referred to as the party of the **THIRD PART**, which expression shall mean and include unless repugnant to the context his heirs, successors and assignees.

WHEREAS the parties of the First, Second and Third Parts have decided to carry on **Construction and Contract Works Business** under the Firm Name and Style "**MSC CONSTRUCTION**" Since 01st April, 2016 (The **Original Partnership Deed** had been made between the partys of the First and Second parts vide register partnership deed No. IV-159 dated- 06.11.2009 at ADSR, Malda) and its principal place of business shall be situated at 6/6 Golapatty Lane, P.S.-Englishbazar, P.O.+ Dist- Malda, Pin.-732101 (W.B), on and from 01st day of April 2016 and to reduce all the terms and conditions on which they have agreed to work in partnership with effect from 01st April, 2016 to writing by means of **DEED OF PARTNERSHIP**.

F. K. Agarwala
Notary Malda Sadar
Regd. No. 45/99
Malda, West Bengal.

SL. No. 472 50k ... Date 11.03.2016

Name. Mse construction

Vill. Galapatty

S. E. B. ... Dist. Maldah

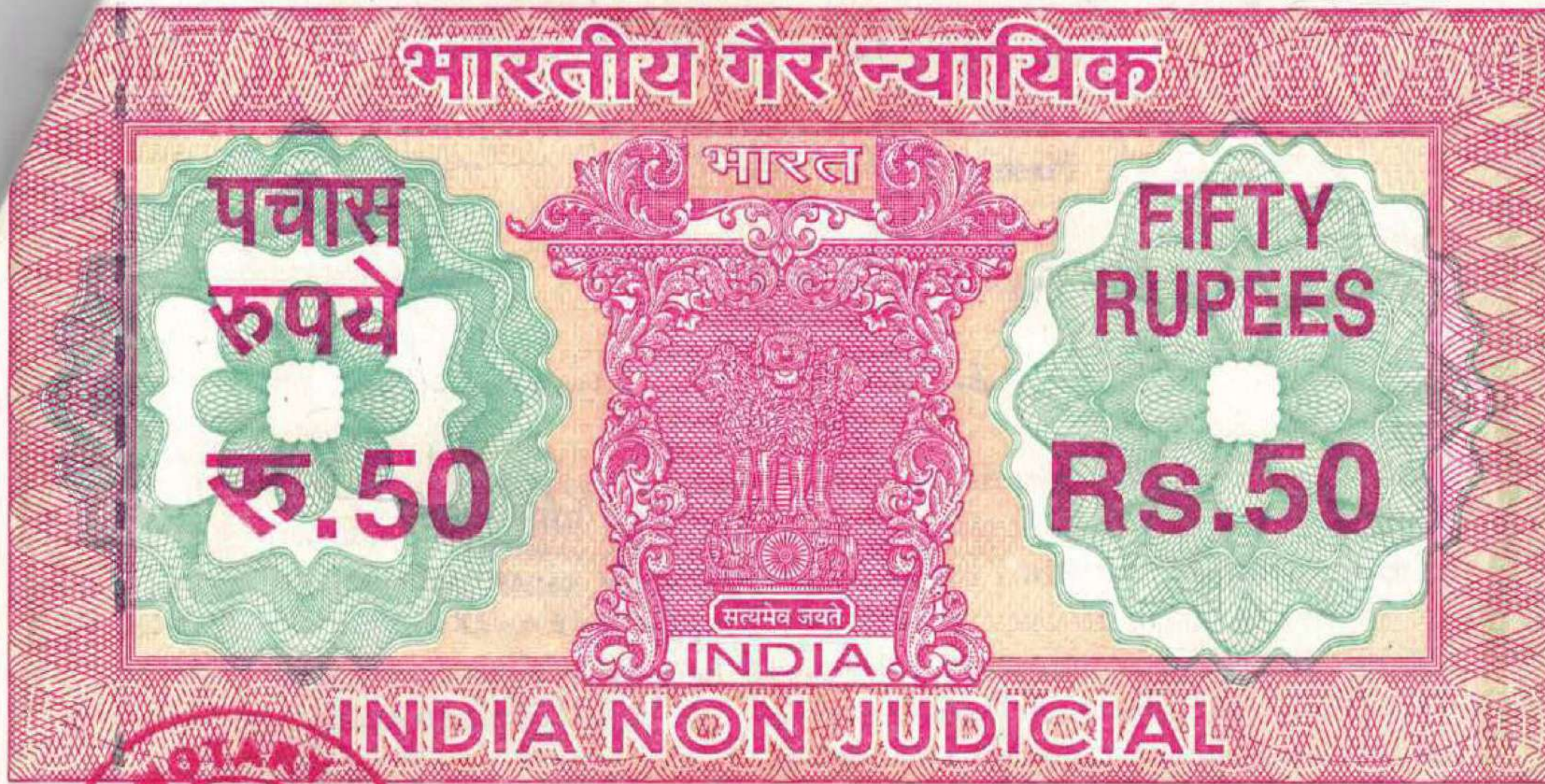
Satish Kumar

STAMP VENDOR
P.S.R. OFFICE, SADAR MALDA
Licence No - 72

11 MAR 2016



11 MAR 2016



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

F. K. AGARWALA
MALDA SADAR
Regd. No. 45/99

NOTARY OF WEST BENGAL

Agniv Saha

Kumkum Saha

Pragyan Kumar Saha

S 134715

NOW THIS INDENTURE WITNESSETH and the parties hereto hereby agree as follows:

- 1) That the **FIRM NAME** shall be "MSC CONSTRUCTION" and its principal place of business shall be at 6/6 Golapatty Lane, P.S.-Englishbazar, P.O.+ Dist- Malda, Pin.-732101 (W.B), or at such other place or places 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.
- 2) That the partnership shall be deemed to have **COMMENCED** on and from 01st day of April, 2016.
- 3) That the business of the partnership will mainly be that of "Construction and Contract Works Business", 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 partnership shall apply to them.

F. K. Agarwala
F. K. Agarwala
Notary Malda Sadar
Regd. No. 45/99
Malda, West Bengal.

1/4/16

Sl. No. 473 Rs. 50/- Date 11.03.20

Name. Msc construction

Vill. Gola Pathy

ps. B.B. Dist. Malda.

Satish Kumar
STAMP VENDER
P.S.R. OFFICE, SADAR MALDA
Licence No - 72
11 MAR 2016



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Apiniv Saha

Kumkum Saha.

Anjan Kumar Saha



4) That the partnership shall be **AT WILL** and will continue so long as the partners may desire. In case any partner should desire to retire from the said partnership, he shall give atleast **Three Calendar Months notice in writing** to this effect to other partner. In case of death of one of the partners other partner will be entitled to continue and carry on the business of the said firm and the heirs or legal representatives of deceased partner may become partner on the same terms and conditions as were applicable to the deceased partner unless otherwise agreed.

5) That any partner may contribute Landed property as part of the capital contribution in addition to cash, as mutually agreed between all partners. The value of the land shall be decided by the partners by mutual consent.


6) That the parties hereto shall participate in the **PROFITS AND LOSSES** of the partnership as ascertained from year to year as follows:

	PERCENTAGE
i. FIRST PARTY	33.33%
ii. SECOND PARTY	33.33%
iii. THIRD PARTY	33.34%

7) That the parties hereto shall contribute such sums of money towards the capital of the partnership as may be mutually agreed upon and such contribution shall carry **interest @ 12% per annum** or as may be prescribed Under Section 40(b) (iv) of the Income-Tax Act, 1961 or any other applicable provision of the Income-Tax Act in this regard, unless otherwise mutually decided by the parties hereto.

8) That a) It is agreed that all the parties shall act as **working partners** who shall engage themselves actively in conducting the affairs of the partnership business.

b) While the partners are conscious of the fact that dedicated effort and attention to the business by the working partners is crucial and foremost for providing continued vigour to the business and by that reckoning such partners deserve adequate incentive and handsome compensation. Yet considering the restrictive provisions of section 40(b) of the I.T. Act, 1961 and to relieve the firm of the financial burden they have agreed to make the disbursement of reward for services varying with the level of earning by the partnership business from year to year.


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1/4/16

Agniv Saha

Kumkum Saha

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c) The remuneration payable to **SRI AGNIV SAHA, SMT. KUMKUM SAHA AND SRI ANJAN KUMAR SAHA** as working partners shall be in proportion of **1 : 1 : 1** respectively of the following amounts:

i. **On the first Rs.3,00,000 of book profit** **Rs.1,50,000 or @ 90% of the book profit whichever is more.**

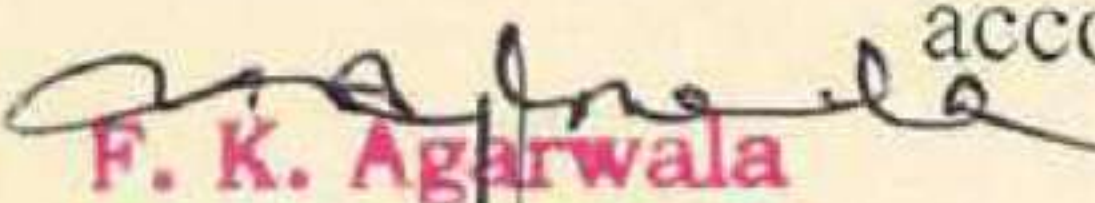
ii. **On the balance of book profit at the rate of 60%**

OR as may be prescribed by Section 40(b) (v) (ii) read with Explanation 3 to Section 40 (b) of the Income-Tax Act, 1961 or any other applicable provision of the Income-Tax Act in this regard.

For the purpose of this clause "Book Profit" means the net profit as shown in the Profit and Loss Account for the relevant previous year, computed in the manner laid down in chapter IV -D of the I.T. Act, 1961 as increased by the aggregate amount of the remuneration paid or payable to all the partners of the firm if such amount has been deducted while computing the net profit.

d) However the remuneration payable to the working partners shall be limited to the profit in a case where the remuneration payable as per clause (c) exceeds profits.

e) Though principally the interest and the remuneration due to each partner will accrue day to day with the commencement of the accounting year, yet it is agreed that ordinarily the interest and remuneration due to each partner will be calculated and paid or credited to his account only once on ascertainment of book profit after the close of financial year except earlier in the event of the retirement / death of a partner or change in the constitution or dissolution of partnership. The partners shall however have the option to make interim withdrawals towards interest and / or remuneration as the case may be, at such intervals as may be deemed expedient and the sum so paid on this account shall be adjusted against the final figure determined on finalisation of accounts after the close of the accounting period.


F. K. Agarwala
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Malda. West Bengal.

11/4/16

Ashiv Sahar

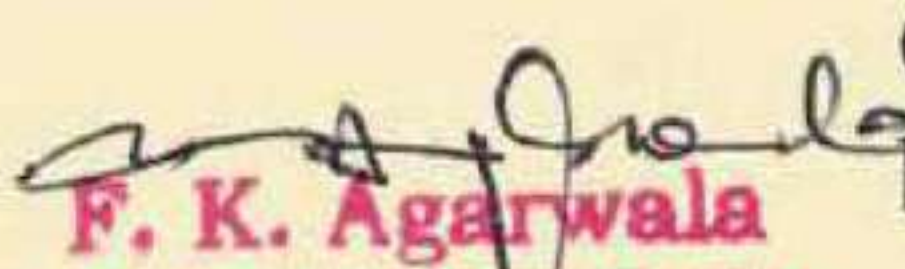
Kumkum Saha.

Ajay Kumar Saha



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- 9) That the rate of Interest on Capital or the amount of Remuneration paid to partners may be varied or altered by making a written agreement by the partners.
- 10) That all the expenses relating of the payment of interest, remuneration etc, paid or credited to the partners shall be debited to profit and loss account of the firm and taken into consideration in arriving at the net divisible profit or loss amongst the partners.
- 11) That if necessary the partners may by mutual consent and on such terms and conditions as they shall decide upon, take in any new partners in the said firm.
- 12) That the partners shall be **JUST AND FAITHFUL** to each other in all matters and transactions relating to the said partnership firm.
- 13) That no partner shall without the written consent of the other partners:
 - a) acknowledge a debt so as to extend the period of limitation against the firm.
 - b) employ any money, goods or effects belonging to the partnership or engage credit thereof in any manner except on account and for the benefit and interest of the said firm;
 - c) except in ordinary course of business, give any security or promise for payment of money on account of the firm: and
 - d) assign, charge, transfer, mortgage or otherwise alienate his/her share in the firm.
- 14) That the partners of the First, Second and Third Parts shall be **Jointly and / or severally** entitled:-
 - a) **to open and operate account (s) with the Bank (s)** and to secure and arrange overdrafts from any Bank (s) against security of goods and stock -in- trade or otherwise on such terms and conditions as he/they may think fit and to sign all papers and documents in connection therewith;
 - b) to borrow money and raise loans from any person, State or Central Government, financial corporation or any other public or private body;

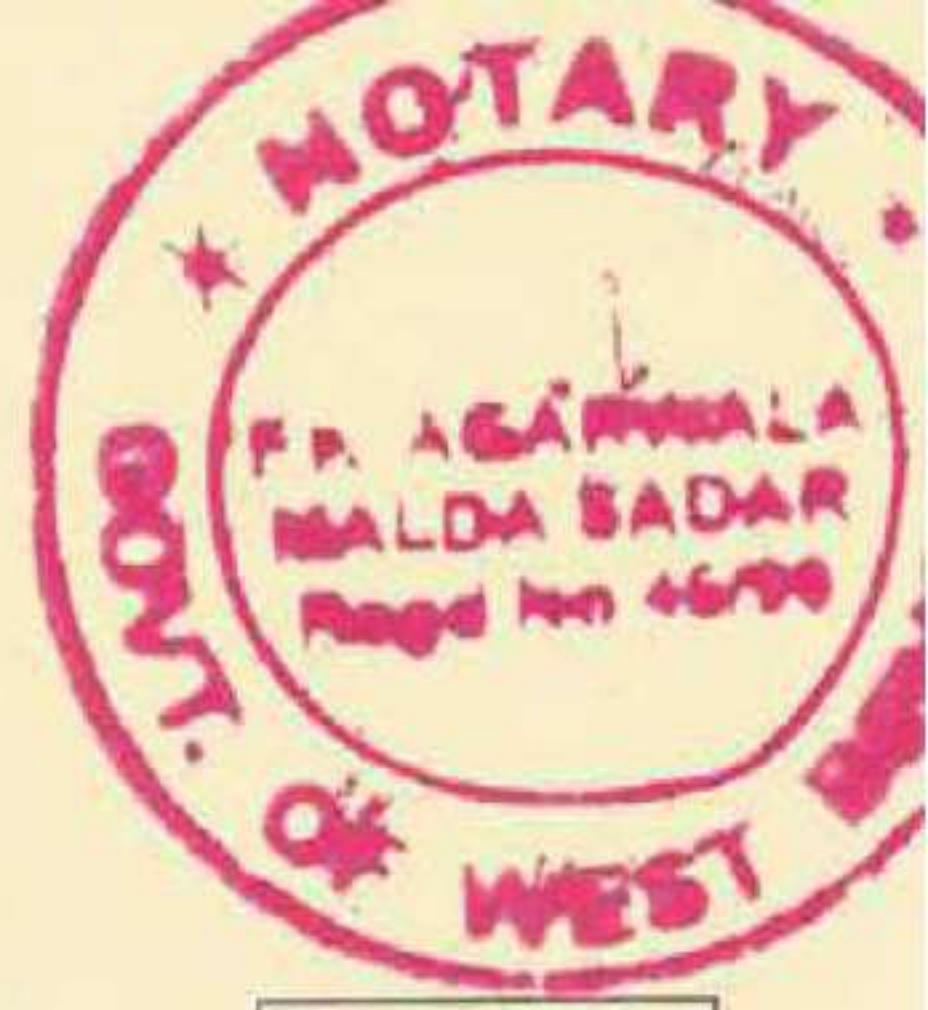

F. K. Agarwala
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11/4/16

Amin Saha


Kumkum Saha.

Anjan Kumar Saha



- c) to sign, draw, accept, negotiate, pay, satisfy, or receive any bills of exchange, hundies, promissory notes, cheques, orders for payment or delivery of money, security or bills of lading or other negotiable or mercantile instruments for and on behalf of the firm in the usual course of business;
- d) to ask, demand, sue for recovery and receive whether in cash, cheque or any other mode from any Government department, private establishment or local authority all monies, dues, articles and things which shall become due, owing and payable to or recoverable by the firm on any account and to give an effectual receipt or discharge for the same.
- e) to apply for all kinds of licences and to secure them and also to apply for quota rights and for the purpose to appear before the authorities appointed for the same and to sign all papers in this connection;
- f) to submit tenders before the Government department (s) and to accept orders therefrom and for the purpose to appear before the authorities concerned and to sign all papers in connection therewith;
- g) to appear and represent the firm before Commercial Tax, Income Tax, Customs and Excise authorities whether original or appellate and also to appear in any Courts, Revenue Office, Municipality, Semi-Government establishment, any Mercantile Firm, Companies, Banks, Insurance Office, Bodies Corporate, Tribunal or Tribunals or any other Government Department in connection with any suit or proceedings whether civil or criminal in which the firm is interested and to sign all papers, forms, documents, application, bonds, returns etc, in connection with the said matter;
- h) to sign, execute and enter into all sorts of contracts, engagements, sale agreement (by any partner), sale deed (by any partner) and agreements pertaining to the business of the firm with any Government body, private establishment, local authority or with any individual;
- i) to submit any dispute relating to the business of the firm to arbitration;
- j) to compromise or settle any debt due to the partnership and to grant discharge thereof; and
- k) to act on behalf of the firm generally.

15) That the Stock-in-trade, capital and property of the said partnership as well as of a partner shall in no way be liable for personal debt of other partner(s).


F. K. Agarwala
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Arijankumar Saha

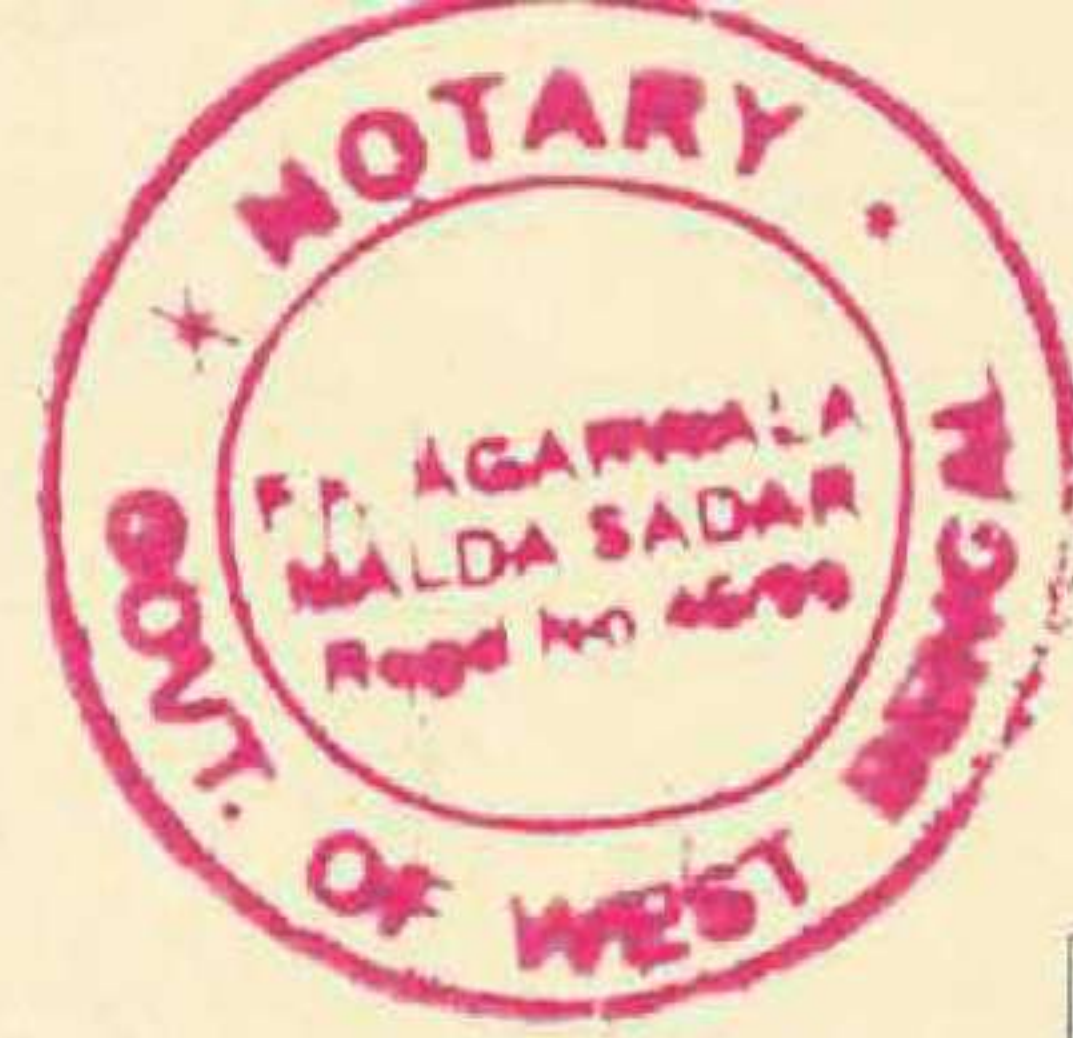


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- 16) That the partners shall maintain regular books of accounts and proper entries shall be made therein of all receipts, payments, transactions, engagements and properties of the partnership and the said books of accounts, all receipts, papers and writings shall be kept at the office of the partnership firm and every partner or his/her agent shall have free access at all reasonable times to read, inspect, examine and copy the same.
- 17) That the partners shall have **EQUAL RIGHTS** in the control and management of the said partnership business.
- 18) That at the end of each financial year the books of account shall be closed and profit and loss account shall be drawn up and profit ascertained for the year shall be credited to or distributed amongst the partners according to their respective shares as laid down in clause 5 hereinbefore. In case of loss they shall bear the same according to their respective shares.
- 19) That all disputes and differences regarding the partnership which may arise during the continuance of the partnership business or thereafter between the partners or their respective representatives or heirs with regard to the construction or interpretation of these presents or as to the conduct of the business or touching the rights and liabilities or other interest of the partners or as to any other things or matters relating to the said partnership including its dissolution or winding up or its assets or business, shall be decided by **ARBITRATORS** one to be appointed by each of the partners hereto and the decision taken by majority of such arbitrators shall be final and binding on all the parties hereto and their respective representatives / heirs.
- 20) That all or any of the terms and conditions of this **Deed** may be **MODIFIED, ALTERED OR VARIED AND ANY NEW TERMS AND CONDITIONS MAY BE ADDED TO** by the mutual consent of the parties hereto, to be expressed either in writing or implied from conduct.
- 21) That what is not specifically stated in this **Deed of Partnership** shall be guided by the **Indian Partnership Act, 1932**.


F. K. Agarwala
Notary Malda Sadar
Regd. No. 45/99
Malda, West Bengal.

11/4/16



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 AND
DELIVERED BY THE
WITHIN NAMED PARTIES
IN THE PRESENCE OF

- 1). Rajan Das
3/0 - Gopal Ch Das
Maheshpur Baganpara, Malda
- 1). Agniv Saha
(AGNIV SAHA)
- 2). Mhagesh C. Paul
Late Prondash Ch. Paul
Andharupara, Malda.
- 2). Kumkum Saha.
(KUMKUM SAHA)
- 3). Anjan Kumar Saha
(ANJAN KUMAR SAHA)

Drafted By:
Sanjay Kumar Sharma,
Advocate, North Baluchar,
D.D. Behani Sarani,
P.O.+Dist.- Malda.
Pin.-732101 [W.B.]
Tel. :- 03512-252525
Mob.: -9434052525/9932052525

Typed By:
Ranjit Saha,
Kutubpur, Durgabari, Malda
Tel.No.-03512-223111.

Sanjay Kumar Sharma
Signature F/755/1998

Ranjit Saha.
Signature

Instrument 'A' Referred to
in the Notarial Certificate

Ful Kumar Agarwala
Notary 11/4/16

END

Ful Kumar Agarwala

ADVOCATE

NOTARY PUBLIC

GOVT. OF WEST BENGAL

Malda Sadar

Malda

NATURE OF DOCUMENTS :



Phone No. 253123

Professional Address & Residence :

South Baluchar

P.S. Englishbazar

P.O. Malda