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# NOTARIAL CERTIFICATE

S. No ..... 03 ..... 2006



TO ALL MEN THESE PRESENTS SHALL COME, I B. N. SAHA duly appointed and authorised by the Govt. of West Bengal to practice as a Notary, do hereby certify that the paper writings collectively marked 'A' annexed hereto (hereinafter called the paper writings 'A') are presented before me by the executant(s).

Arup Kumar Bose of vill-Kanjial -para, P.O. P.S - Rajarhat, Kol-135  
2. Susanta Hajra of vill-Kanjial -para, P.O. P.S - Rajarhat, Kol-135

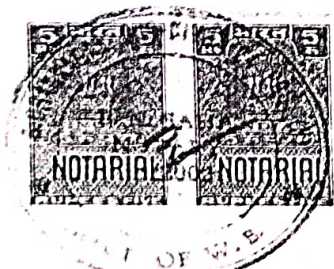
IN THE MATTER OF:-  
DEED OF PARTNERSHIP

hereinafter referred  
as the executant(s) on this 20<sup>th</sup> Day of January Two thousand Six

Under the execution of the paper writings 'A' on its being admitted by the respective signatories as the matters contained therein and being satisfied as to the identify of the executant (s) I have attested the execution.

AN ACT WHEREOF being required of a Notary, I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as needs or occasions shall or may required for the same.

IN FAITH AND TESTIMONY WHEREOF, I the said Notary, have hereunto set and subscribed my name and affixed my seal of office on this 20<sup>th</sup> day of January 2006



*B. N. SAHA*  
B. N. SAHA  
Notary  
Regn. No. 23/2002  
Bidhannagar, Salt Lake  
North Block, Gr. Floor

*B. N. SAHA*  
20/1/2006

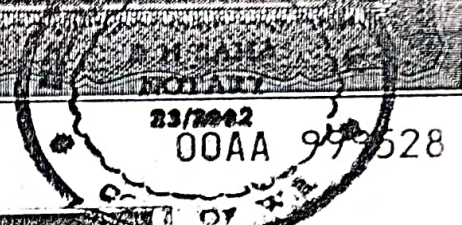
B. N. SAHA  
Notary  
(Govt. of West Bengal)  
Regn. No. 23 / 02  
BIKASH BHABAN  
North Block, Gr. Floor  
Bidhannagar  
Kolkata-700 091  
(W.B.) India

20 JAN 2006

100Rs



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



Arup Kumar Basu  
Susantha Hajra



DEED OF PARTNERSHIP

THIS INDENTURE OF PARTNERSHIP is made this the 20th day of January TWO THOUSAND SIX, BETWEEN

1. Arup Kumar Basu son of Late Indu Bhusan Basu age-48 years, by faith Hindu, by Profession Business, residing at Vill: Kanjalpara, P.O. & P.S.: - Rajarhat, Kolkata - 135, a resident of Indian Union hereinafter called as the PARTY OF THE FIRST PART (which expression shall unless repugment on contrary do the context shall mean and includes his heirs assigns administrators and representatives and executors and nominees)
2. Susantha Hajra son of Late Surendra Nath Hajra age - 39 years by faith Hindu, by Profession Business, residing at Vill: Kanjalpara, P.O. & P.S.: - Rajarhat, Kolkata - 135, a resident of Indian Union hereinafter called as the PARTY OF THE SECOND PART (which expression shall unless repugment on contrary do the context shall mean and includes his heirs assigns administrators and representatives and executors and nominees)

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NOTARY  
Bikash Bhawan  
North Block, Gr. floor  
Bhannagar, Kolkata  
West Bengal

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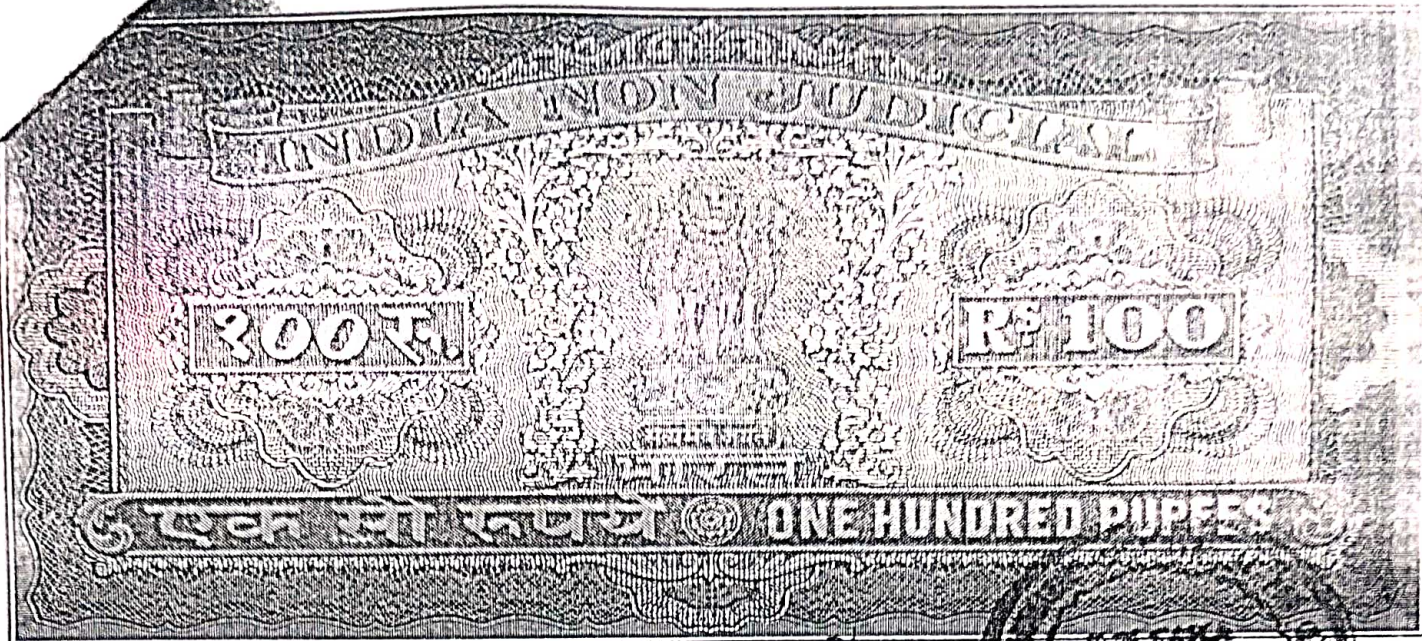
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স্টোকেস কমার্স

*[Faint, mostly illegible text, possibly a receipt or invoice body]*

100Rs



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



: 2 :

*Aref Ismail*

*Susanta Hoque*



AND WHEREAS the said parties after careful deliberation and as purely business condiseration entered un to this INDENTURE AND WHEREAS the aforesaid parties this indenture in order to here their function as partners more and full describe in this DEED OF PARTNERSHIP to safe guard their representative right, titles and the interest in the co-partnership business against any future misunderstanding, disagreement or dispute between themseleve or their heirs or successor in interest whether during the continuance or themselves to records the terms and conditions and stipulation as laid down of the said partnership business once verly agreed to carrying on the business mainly retailing of Construction of Building and Building materials suppliers or in along such other line to lines as the partnership may from time to time determine to carry on and will think fit and proper.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

That the above mentioned parties do hereby mutually and agreed to become and continuance as patners in the afforesaid Co-partnership Business under the terms and subject to the conditions and stipulation mentioned in the following articles that

is to say -

**B. N. SAHA**  
NOTARY  
Bikash Bhawan  
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Bidhannagar, Kolkata  
West Bengal

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विभवदा देव शरण विभुस

राजवराधे ०१५-१३०

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विभवदा देव

22/12/2000

०१०००



Arup Basu  
Susanta Hajra

1. NAME OF THE PARTNERSHIP FIRM:

That the name and style of the partnership Business will be **M/s. BASU & HAJRA BUILDERS.**



2. PLACE OF BUSINESS OFFICE:

That the place of the business office of the firm shall be situated at K.C. Pal Apartment, Rajarhat, Kolkata -700 135 .

3. DATE OF PARTNERSHIP COMMENCE:

That the partnership shall be deemed to have been effective on and from 1st day of Dec.2005.

4. NATURE OF THE BUSINESS:

That the firm shall carry on business mainly Construction of Building and Building materials suppliers or any such business as all the parties will think and proper.

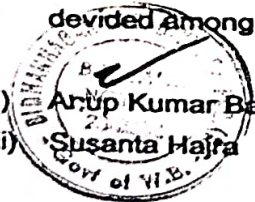
5. INVESTMENT OF CAPITAL

That the capital of the co-partnership business will be Rs.60,000/- which will be introduced by the Two partners Rs. 30,000/- (Thirty thousand) each. Provided that if the further investment is necessary both the parties will introduced equally.

6. SHARE OF PROFITS OF THE PARTNERS:

That the share of the profit & Losses of the firm as the case be shall be divided Among the two partners in the following manner:

- i) Arup Kumar Basu @ 50%
- ii) Susanta Hajra @ 50%



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Arup Basu

Susanta Hajra



**7. REMUNARATION AND INTEREST ON CAPITAL:**

That the two partners shall be entitled to draw a remuneration from the firm in the ratio as show in clause 9 (i). apart from interest 12% per annum their capital balance as prescribe by C.B.T.D. (Income Tax Dept:) time to time .

8. That all the expenses relating to the business of the partnership including inter -alia the remuneration and interest payable to the two parts of the working partners in accordance with the provision of this indenture shall treated as expenses for the purpose of deriving the Net Profit of the firm and same shall be devided and distributed amongs the two partners upon finalisation of the ammount according on the case of each financial year equally.

9.(i) That the remuneration payable by the partners in accordance with the provision of the Income Tax Act as amended effective from 1st April 1992 will be as under.

**BUSINESS RESULT:**

a) In respect of income upto Rs. 75,000/- @ 90%

- i) Arup Kumar Basu @ 45%
- ii) Susanta Hajra @ 45%

b) In respect of Income next Rs. 75,000/- @ 60%

- i) Arup Kumar Basu @ 30%
- ii) Susanta Hajra @ 30%

c) In respect of Balance of the Income @ 40%

- i) Arup Kumar Basu @ 20%
- ii) Susanta Hajra @ 20%

**R. N. SAHA**  
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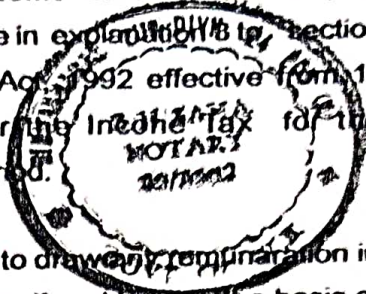
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Anup Basu

Sumantra Hajra

10. i) That for the purpose of above calculation "Income" other than Capital gain or long-term Capital Assets shall be coputed as define in explanation to section 40(b) of the I.T. Act 1961 as brought in by Finance Act, 1992 effective from 1<sup>st</sup> April, 1992 or any other applicable provision under the Income Tax for the Assessment of the firm for the relevent accounting period.



ii) That the above partners shall not be entitled to draw any remuneration in the accounting period in which the partnership firm has suffered loss on the basis of the "Income" as computed under the provision of the Income Tax Act, 1961 referred to clause 9 above.

iii) That the above said two partners shall be entitled to draw the above remuneration only after the relevant accounting period.

11. Each partner shall be just and faithful to the other in all transaction relating to this partnership and shall at all times give to the other partners a just and faithful accounts of the same without any concealment or suppression and shall also upon every reasonable request furnish the full and correct explanation there of the other.

12. That each partner will be entitled to withdraw to their extended of his share in the profits or investment and in case of loss no partners will draw any amount without prior consent of the other partners in writing.

a) That an mutal decision of any partners the firm any take loan from any authorised credit institution.

13. Proper books of accounts shall be kept and proper entries shall br made there in of all receipts, payments transaction and property of the partnership and the said books of accounts and all securities paper and writings of the partnership shall always be kepts in the place of business and each partners shall have full access at all times to examine and copy the same.

14. Each partners shall have authority to draw accept or endorce bills or cheques in the name of the firm.

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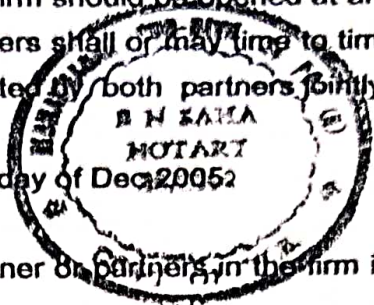


Arif Basu

Sumantra Ghosh

15. That the bank account of the present partnership firm should be opened at any nearest bank or shall be any other banks as the partners shall or may time to time mutually agree upon. The bank account shall be operated by both partners jointly.

16. That the partnership shall commence and from 1<sup>st</sup> day of Dec 2005



17. That if necessary the partners shall take new partner or partners in the firm in accordance with the partnership rules and regulations.

18. A profit and losses account of the partnership shall be made up every year up to the 31<sup>st</sup> March and Balance Sheet drawn up as at that date and the profit & loss as the case may be ascertained and allotted amonges the parties in equal portion.

19. That the Stock-In-Trade, Capital and property of the partnership as well as of the other partners shall in no way be liable for any during the contiuance of partnership.

20. Neither of the said partners with out the written consent of the other partners shall:

- a) Mortgage or charge in his share in the assets or profits inn the said partnership
- b) Draw accept or endorse any bill of exchange, Cheque, promissory Notes, or Hundis on account of the said partnership business.

21. That none of the parties here to First & Second part shall dispose of any assets or loan pledge or sale any of the assets of the partnership without the consnt of the other part, in the ordinary casue of business.

22. If any of the said partners desires to retire the bussiness he shall give to the partners three months, previous notice in writing and one the expiry of the three months from the date of such notice, a full and proper account within one month after such determination, be made and taken of the partnership affairs and transaction

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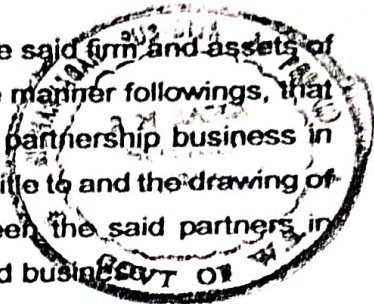
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Aruf Basu

Suvarata Hajra

and or money creditors and affects debts and liabilities of the said firm and assets of the business not contributing of many shall se applied in the manner followings, that is to say first in payment of the debts and liabilities of the partnership business in repaying to each partner the captial they are respectively entitle to and the drawing of the said money credit and effects shall be devided between the said partners in proportion to their respectives shares in the profit of the said business



23. That the death of any partners shall not dissolve the partnership, but the shall be continued by the partners along with the heirers of the deceased partner and such heirers being taken in as partner in place and stated of the deceased partner and having jointly the same right as that of deceased partner shall carry on the same partnership.

24. That dissolution of the firm will take place as from the date of communication of the notice of the person/partners intending to retire from the partnership business and the accounts or such a dissolution of partnership have to taken for the benefit of all the partners concerned namely the partner of the first and Second parts mentioned here in before of the same effects will be given in the desire of the heirers or the deceased partners and it is also made clear in this agreement that the share of a partners in the assets devoples upon his heirers who may apply for the goodwill as well as to the other assets.

25. That the trams of this instrument may be altered, varied, modified or added to by mutual consent of the partners here of .

26. That in case of any dispute or difference arising amongs the partners during the continuance of the partnership business regarding the inter-pretition of the contents of this instrument of partnership or regarding any matter or transaction relating to the partnership business shall be reffered to Arbitration Act (Act of 1940 as ammended in 1994) or any other statutory modification there of for the time being in force

If any such situation arises, all the partners by their mutual concent will appoint a Arbitrator, and his decision will be final finding as all the partners.

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Arup Basu  
Susanta Hajra



27. That the provision of the Indian Partnership Act (Act - 1932) shall so far as they are applicable will govern this partnership subject to the express conditions continued in these presents.

IN WITNESS WHERE OF the parties in have to Act and subscribed their respective hands the day, month and year first a above written

SIGNED AND DELIVERD

by within named parties in the presence of and explained

WITNESSES:

1. Indrajit Mandal  
Rajarhat Knd = 135
2. Mani Bill Goudi  
Rajarhat Kal = 135

SIGNATURE OF THE PARTIES

1. Arup Basu  
(PART OF THE FIRST PART)  
(ARUP KUMAR BASU)
2. Susanta Hajra  
(PART OF THE SECOND PART)  
(SUSANTA HAJRA)

DRAFTED BY

Amal Kumar Pal  
AMAL KUMAR PAL  
ADVOCATE

TYPED BY

Sanjay Kumar Pal  
SANJAY KUMAR PAL  
RAJARHAT

**B. N. SAHA**  
NOTARY  
Bikash Bhawan  
North Block, Gr. 1002  
Bidhannagar, Kolkata  
West Bengal

Signature Attested by  
me on Identification

B. N. SAHA  
Notary

20 JAN 2006