

78/20/09



Regd. No. 919/97

NOTARIAL CERTIFICATE

TO ALL MEN THESE PRESENTS SHALL COME, I RAGHUNATH CHATTERJEE Advocate & Notary practicing as a NOTARY in and throughout Kolkata of 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)

Sri Suman Kumar Nath of 28A,
Kalidas Patitundi Lane, 26
And Sri Suman Roy of 28A,
Chandi Gobash Road, 40

hereinafter referred to as the 'executant(s)
on this the 20th day of
Month January year 2009

executant(s) having admitted the execution of the "Paper Writing" "A" in
respective hand(s), in the presence of the witness(es) who as such, subscribe (s)
signature(s) thereon, and being satisfied as to the identified of the executant (s) and
the said execution of he Paper Writings "A" and testify that the said execution is in
the representative 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



IN FAITH AND TESTIMONY WHEREOF
I RAGHUNATH CHATTERJEE the said
Notary have hereunto set and subscribed my
hand and affixed my Natarial Seal of Office at
Alipore Judges Court Compound Kol-27 in
and throughout Kolkata, W. B. on this
the 20 day
JAN 2009

RAGHUNATH CHATTERJEE
Govt. of India
Regd. No. 919/97
Alipore Judges Court
Room No. 36 Tank Side
Alipore, Kolkata-27

78/20/1/09



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

E 215568



DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made on this the 20th. day of January, Two Thousand Nine, B E T W E E N SRI SUMAN KUMAR NATH, son of Sri Susil Kumar Nath, by faith Hindu, residing at 28A, Kalidas Patitundi Lane, Kolkata - 700 026, Police Station - Kalighat,

(which

Suman Kumar Nath
Suman Ray

20 JAN 2009

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Serial No. 23778 Date
Name Sanku Das
Address

Value Rs. 100 P. ADVOCATE

BIDYUT KR
ALIPORE JUDGES' COURT
KOLKATA-27

Licence Stamp Vendor
Alipore Judges' Court, 24 Pgs (S)

Licence Stamp

Vendor Signature 

(which ter

(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, legal representatives, executors, administrators and assigns) of the FIRST PART

A N D

SRI SUMAN ROY , son of Sri Monindra Kr. Roy, by faith Hindu, residing at 28A, Chandi Ghosh Road, Police Station Regent Park, Kolkata - 700 040, (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, legal representatives, executors, administrators and assigns) of the SECOND PART.

W H E R E A S the Parties hereto of the First Part and Second Part herein have agreed to continue the Partnership business under the name and style of " SAANVI - PROJECTS" to carry on business of Partnership.

AND WHEREAS the Parties hereto of the First Part and Second Part decided to make Partnership dated on and from the day of 20th. January, 2009.

NOW THIS DEED OF PARTNERSHIP WITNESSETH and it is hereby declared as follows :-

1) That this Deed of Partnership between the Parties of the First and Second Part hereto shall be effective from 20th day of January, 2009.

2) The

Suman Kumar Nath
Suman Roy.

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2) The name and style of the said Partnership business shall remain "SAANVI PROJECTS" and shall continue to be so styled unless changed by mutual consent of the Partners.

3) The said Partnership Business shall be carried on at 27/1, Chandi Ghosh Road, Police Station Regent Park, Kolkata - 700 040 or at such place or places as the Partners may hereinafter mutually agreed upon.

4) That the Partnership shall be Partnership at will and determinable by the One Partner giving notice to other Partner by Registered Post or otherwise, at least one month ahead informing his intention of such determination.

5) The nature of business of the Partnership shall be business of Civil Contractor and any other types of business as the Partners mutually time to time agreed upon.

6) All the Partners shall invest in the said Partnership business in equal share in Capital as per business need from time to time according to their mutual arrangement and situational decision and the initial Capital of the Partnership will be Rs. 10,000/- (Rupees Ten Thousand) only.

7) That the Profit and Losses of the Partnership shall be shared and borne by the Partners in the following proportions:

- | | | | |
|----|----------------------|------|------|
| a) | SRI SUMAN MUMAR NATH | | 50% |
| b) | SRI SUMAN ROY | | 50%. |

8. If

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Suman Roy.

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8) If any finance beyond the Capital contributed by the Partners is required for business of the Partnership, such finance may be contributed by one or all the Partners or it may be raised as loan from Banks, Financing Houses, Governments or individuals on such Terms and Conditions as all the Partners may think fit.

9) a) That the Partners before distribution of their share of profit shall be entitled to get interest @ 18% on their Capital Account balance as on the opening date of financial year.

b) No interest is chargeable on the drawings of the Partners.

c) In the year where the profit is not adequate the interest @ 18% calculated on the aggregate of balance in the Capital accounts of all partners as on the opening date of the financial year, shall be first determined, and if this amount of interest on Capital for the year the excess interest on Capital shall be ignored, and this amount of interest (which is proportion to the profit earned as above) shall be distributed between the Partners in proportion to their balance in Capital Account as on the opening date of the financial year.

d) In the year of loss no such interest on Capital shall become payable to the Partners. The interest shall become payable to the Partners only after the ends of a financial year of the business.

10) That

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Suman Ray.

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10) That all the Partners shall be actively engaged in the Partnership Business according to their mutual distribution of responsibility and they will discharge their duties diligently.

11) That the working Partners shall be entitled to salary, remuneration from the business so permits and entitled to get per month salary or remuneration as under :

- | | | | | | |
|-----|----------------------|---|-----|---------|------|
| i) | Sri Suman Kumar Nath | - | Rs. | 5,000/- | P.M. |
| ii) | Sri Suman Roy | - | Rs. | 5,000/- | P.M. |

The profit as above means the profit of the Partnership Business remaining after the interest of the Partners Capital Account as provided in Clause 9 of the Partnership Deed.

Subject to the above maximum limits of the Working Partners' salary, the total salary of all the Partners shall not exceed the amount determined as per provisions of the Income Tax Act. So every year after finalisation of accounts the book profits of Partnership business shall be determined, and then out of this book profit the interest on partners' Capital accounts as per Clause 9 of this Deed shall be paid and the balance if any, remaining thereafter shall be available for calculation of Working Partners salary or remuneration as per provisions of Income Tax Act 1961 and the amount calculated as per provisions of Income Tax Act 1961 or the maximum amount of Working Partners' salary as above Rs. 5,000/- (Five Thousand) each. Whichever is less shall be paid to Working Partners as their salary or remuneration.

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So

Suman Kumar Nath
Suman Roy.



So in absence of adequate profit to permit the maximum salary to Working Partners, as above, the total remuneration of all Working Partners as calculated as per provisions of the Income Tax Act 1961 and shall be payable to working Partners in the ratio in which they are entitled to receive salary, i.e., equally.

This salary of Working Partners shall be come payable only after finalisation of accounts of the Partnership business.

No salary of remuneration of the Working Partners shall become payable in the year the business of Partnership may suffer loss.

That no new Partner shall be admitted to the Firm without written consent of all the existing Partners. That with the consent of all the Partners new Partner/Partners may be taken in the firm on such terms and conditions as the existing Partners may consider fit and proper.

13) That the Partner may draw time to time from the funds of the Partnership such sum of money as mutually settled by them for their personal expenses. If it is found at the end of any financial year of the Partnership that any Partner has overdrawn, the amount so overdrawn shall be either refunded by such Partner to the Partnership or shall be carried forwarded for adjustment with his remuneration or share of Profit in the next year as deemed fit by Parties mutually.

14) The

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- 14) The Profit and Loss of the Firm shall be determined after charging the interest on Capital and remuneration or salary to the Working Partners.
- 15) The Accounting Year of the business of the Partnership shall be from the First day of April, each year upto the Thirty First day of March, of the next year.
- 16) The Books of Accounts shall be maintained in connection with the Partnership business and in these shall be posted all particulars and all receipts and payments and particulars regarding assets and liabilities of the business of the Firm and all such other entries shall be made thereon as are usual proper to be made in connection with the business of a like nature as that of the Partnership. The Accounts of the Firm shall be closed on the Thirty - First day of March, in each English Calendar Year or so soon thereafter and profit and loss Account and Balance Sheet as on the date shall be drawn and every Partner shall sign the said Profit and Loss Account and Balance Sheet and shall be kept at the principal place of business in accordance with the requirements of the business.
- 17) The partners shall be at liberty to open in the name of the said Partnership, account or accounts with any Bank or Banks. All such Banking Account or Accounts of the said Partnership shall be operated upon and all cheque drawn and signed on behalf of the said Partnership by both the Partners.

18) Any

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18) Any one of the Partners shall be entitled to endorse cheque sign and/or endorse hundies drafts, pay orders, bills of exchange, refund vouchers and all other Negotiable Instruments and to receive all payments on behalf of the said Partnership and shall be entitled to give valid and proper discharge on behalf of the said Partnership.

19) Any one of the said Partners shall be entitled to submit Tenders, Quotations, Claim etc. and to refer to Arbitration any dispute or claim and appear before any Arbitrator or Arbitrators or Umpire on behalf of the said Partnership and to authorise any agent or representative to appear before the Government Authorities or any other place for the purpose of Sales Tax, Income Tax or other local Taxes or for the purpose of attending/submitting Tender Quotation or any other purpose on behalf of the said Partnership.

20) That no Partner of the Firm without written consent of all Partners, shall have authority to sell or assign or encumber her interest in the Firm or share of Profit from the Firm to any person who is not a Partner of the Firm.

21) That the Partnership shall not be dissolved with Death, Insolvency, Lunacy or other disability of any Partner, but shall be continued with the following provisions :

A) That if during the continuance of the Partnership any one of the Partners dies or becomes otherwise disables, his/her share in the Goodwill, Capital and Assets and undivided profits of the Partnership shall vest in and belong to the legal heirs, executors or receiver

Suman Kumar Nayak
Suman Ray.

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of that Partner, and the Partnership Business shall continue by other Partner till such date the legal heirs select one of them to become a Partner of the Firm from the date of the deceased Partners. This selection or nomination of one person to enter as Partner of the Firm shall be done within 6 (six) months from the date of death or declaration of lunacy or disableness.

In case of insolvency of a Partner, he/she shall automatically be considered to have been retire from the Partnership.

B) It is however open to the surviving Partners by mutual Agreements to induct all or any of the legal heirs of the deceased or disable Partner on the same terms and conditions applicable to the deceased or disable Partner. If any of the legal heirs be minor, it is open to the surviving Partners to admit such minor or minors to the benefits of the Partnership giving the minor or minors the option to elect one persons to become Partner after he or they attain majority. If the legal heirs or heirs of the deceased or disabled Partners' share in the Capital, Assets, Profits, Goodwill and Liabilities shall be settled and paid to the legal heirs of the said Partner within 6 (six) months of death or disableness.

22) No Partner shall take loan in the name of the Partnership Firm without the consent in writing of the Partners.

23) If all the Partners mutually agree, any of the Terms and Conditions contained in these presents may be altered,

deleted

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deleted or enlarged and additional conditions can be added and such alterations, deletions and additions shall be binding on all the Partners AS IF CONTAINED IN THESE PRESENT. Such alterations deletions and additions shall be kept recorded in the proceedings of the meeting of the Partners and shall be deemed to form part of this DEED.

24) THAT any other matter or matters not herein contained shall be decided by all the Partners mutually or according to the provisions of the Indian Partnership Act.

25) That in case of any disputes between the Partners the Court having jurisdiction over the office of business shall try the disputes.

IN WITNESS WHEREOF the Partners hereof

signed, sealed on the day, month and year first above written.



WITNESSES :

1) Pradipt Paul
57/I.L. N.S. Bose Rd
Kolkata-40

Suman Kumar Nath

SIGNATURE OF FIRST PART

2)

Suman Ray

SIGNATURE OF SECOND PART

Drafted by me & Identified by me
Sourav Kumar
Advocate
Alipore Judges Court.

20 JAN 2009

Signature (-) Executant (+)
Attested in Identification
of Alipore Judges Court
Kolkata-700027 under
Notaries Act 1952

R N. CHATTERJEE
Notary, Govt. of India
Regd. No.- 919/1997



29 JAN 2009



20 JAN 2009

THE DAY OF

PAPER WRITING 'A'
&
THE RELATIVE NOTARIAL
CERTIFICATE

20 JAN 2009

Raghunath Chatterjee *M.A. L.L.B.*
ADVOCATE

&

NOTARY PUBLIC

GOVT. OF INDIA
REGD. NO. 919/97



20 JAN 2009

ADDRESS :

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Room No. 36 Tank Side
&
Bar Library Room No. 3
JUDGE'S COURT
ALIPORE, KOLKATA-17

Chamber :
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KOLKATA-700026
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Mobile : 9432134378
9231574872