SL. No \_ 44

BATTACK AND TARIAL CERTIFICATE

Regd No. 15/02 presents shall come I Sri R. Majumder day appointed by Goyt, of M.B. as Notary and Practising as Notary Inder Professional Address of in the 3rd & Ath Civil Indiges Court (Jr. Divn.) at Scandar Skolkala 14 Under Jurisdiction of Barrackpore Sub-Division in the District of 24 Parganas (N) do hereby certify that the paper writings Collectively marked "A" annexed hereto hereinafter called the Paper writing "A" presented before me by the executant (S).

Soci want Romjan Des. Sto et oralini wanta Das. Deri at Luyasen arajan, 0.0 + 0.5- when del. Dund-24 Dys (N) Son Gopal Das

Hereinafter referred to as the "executant (S)" on this the \_\_\_\_\_ day of ... \_ .... two - 8 MAR 2010 thousend ... \_ ...

The executant (S) having admitted the execution of the paper writing 'A' in respective hand (S) in the presence of witness (es) who as subscribe (s) signature (s) herein and being satisfied as to the identity of the executant (s) and the said execution, I have authenticated verified and attested the execution of the paper writings 'A" and testify that the said execution is in the respective hand (S) of the executant (S) - 8 MAR 2010

AN ACT WHEREOF being required of a Notary. I have granted, THESE PRESENTS as my NOTARIAL CERTIFICATE to serve & avail as need and occasion shall or may require.



IN FAITH AND TESTMONY WHEREOF. I the said Notary have hereunto set & subscribe my hand & affix my Notarial Seal of Office at Sealdah Civil Court, Kolkata-14 on this ................day of

- 8 MAR 2010

RANJAN MAJUMDER, ADVOCATE & NOTARY Govt. of W.B. Regn, No. 13 / 2002

Resi & Chamber House No. 49A, Subhasnagar R. N Avenue, Scdepur, 24 Parganes (N) Phone: 2568-1418

- 8 MAR 2010





## DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made on this 20th day of February 2010 BY AND BETWEEN

R. MAJUMDER

B MAR 2010

GOVT. OF W 6

SEE

333

No. 8340 value 100/2

Date 16-02-10 Kanti Ranjan Rovo.

Solin 18

Address Roy -117.

Vend - 117.

Vend - 117.

Certified that a single stamps of the.

Certified that a single stamps of the, valued of Rs.....required for this document is not available and that in the smaller number of stamps which I can furnish so as to make up the required number is as follows:

50x1 = 16050x1 = 50





**Rs.50** 

## TOIA NON-JUDICIAL

or west

WEST BENGAL



PIONEER ASSOCIATES

R. Majamder Under Barrackpot 873775 Sub-Division Read No. 13/02

Page 02 of 06

- 1) SHRI KANTI RANJAN DAS , Son of Late Nalini Kanta Das , by Religion - Hindu , by Occupation - Business , residing at 1 no. Suryasen Nagar , P.O. & P.S. - Khardah , Dist. - North 24 Parganas . Kolkata - 700 117 , hereinafter called and referred to as the FIRST PARTNER OF THE FIRST PART.
- 2) SHRI GOPAL DAS , Son of Late Narayan Chandra Das, by Religion Hindu, by Occupation Business , residing at "KIRONALAY"., Sasadhar Tarafdar Road, P.O. Sukchar, P.S. Khardah, District North 24 Parganas, hereinafter called and

R MAJUMDER

GOVT. OF W B. REGN. NO. 13/02

- 8 MAR 2010

Manfi Ranjan DNJ.

Sure 16-02-10 Manfi Ranjan DNJ.

Suress 2NO, Suxayasen Nagaz, X aldah Civil Court (ALOKE MUKHERJEE)

And the state of the supplier of the state o strings - said allowed a total 6.5



MY SEAL

(permanent address at 23, Dr. Gopal Chatterjee Road, P.O. Sukchar, P.S. Khardah, District North 24 Parganas, Kolkata - 700 115), hereinafter referred to as the SECOND PARTNER OF THE SECOND PART. The First Party and Second Party are also together called the "PARTNERS" and which unless repugnant to the context include their respective heirs, assigns and legal representatives.

WHEREAS the Parties hereto have agreed to share the Profits of the Business to be carried on by them in Partnership on terms and conditions as follows

- 01. NAME AND PROJECT: The Parties hereto shall at present constitute and become partners of the firm "PIONEER ASSOCIATES" subject to the terms and conditions hereunder contained to such modification in its constitution or object clauses as may hereinafter be agreed. The name of the firm may be altered and / or changed to some other name if so unanimously decided by all the Partners then constituting the Firm and the Firm shall run its Business from its Office Address lying at "SHREYASHI APARTMENT", 12/A/1/35, Station Road, P.O.+ P.S. Khardah, Kolkata 700 117.
- O2. OBJECT OF THE FIRM: The object of the partnership shall be to carry on business of CIVIL CONSTRUCTION, DEVELOPMENT AND OTHER ALLIED JOBS. But the object of the 'firm may be changed to some other business or businesses as the Partnerns may so disire for the inteest of the Firm.
  - 03. <u>CAPITAL</u>: That Partners shall each contribute equal amount of Rs. 1,00,000/- (Rupees One Lac) only as initial capital. If further capital is required, it will be arranged by the partners themselves or from outside creditors, banks, Governments or from other financial institutions on terms and conditions mutually agreed upon by and between the partners and the loan creditors.
  - 04. SHARE OF PROFIT AND LOSSES: That the profits or losses in the partnership business after deducting all the outgoings, payment of salary, bonus, commission and interest on capital to the partners hereinafter mentioned shall be divided among the partners in the manners follows:
    - A) Shri Kanti Ranjan Das
- :- 50% (fifty percent)

B) Shri Gopal Das

- :- 50 % (fifty percent)
- 05. REMUNARATION AND INTEREST ON CAPITAL: That the Partners of the Firm are working Partners and they shall be paid some remuneration by way of monthly salary in the following manners.
  - A) Shri Kanti Ranjan Das
- :- Rs. 5,000/-
  - B) Shri Gopal Das
- Rs. 5,000/-

MAJUMDER NOTARY GOVT. OF W. B. GEGN. NO. 13/02

8 MAR 2010

INEER ASSOCIATES

Partner

PIONEER ASSOCIATES



Page 04 of 06

ACCOUNTED that the Partners shall open under the name of the Partnership Firm and maintain bank accounts (s) with any bank (s) and the same shall be "OPERATED JOINTLY BY THE PARTNERS of the × Firm.

- 07 SIGNATORY POWER :- That when any movable and / or immovable property of the Firm required to be transferred both the Partners of the Firm jointly have right to sign and execute in such transferred Deed on behalf of the Firm.
- EXAMINATION :- That the entire Bank Account shall be checked by all the 08 partners at least once in a week.
- FURTHER AMOUNT: That for the purpose of running of the business if 09. cash money is required that money shall be kept with the custody of any of the partners settled by the partners and he shall be bound to keep proper accounts for the same and shall submit the same before all the partners at least once in a week.
  - LIABILITIES: That any personal liability or outside' lliabilities of any partner shall not be effected in this partnership business.
  - <u>PARTNERS'S SINCEARITY</u>: That the partners shall attend diligently to the business of the partnership and carry on the same for the greatest advantages of the partners.
  - BOOKS OR ACCOUNTS :- That the partners shall keep and maintain proper books of account. The books of Account, securities, Vouchers, etc. shall be kept at the place of the business and be open to the inspection of each partner at all reasonable working hours of the business.
- 13. BANKING YEAR :- That the accounting and financial year of the firm shall be from the 1st day of April of the last day of 31st March in each year.
- 14. DISCHARGE: That the partners shall Puncutlly pay and discharge their separate debts and liabilities and shall indemnify and keep indemnified the firm effectually against the same.
- ADMISSION OR DEATH OF A PARTNER :- That in case of death of any 15, partner, the partnership so created shall not stand dissolved in which case the legal heirs of the deceased partner shall step into the shoes and shall continue the Partnership Firm and if the legal heirs of the deceased partner does not intend to join in the firm in that case the profit and loss of the firm in respect of the share of the deceased partner shall be disbursed to the respective legal heirs.

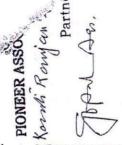
R MAJUMDER NOTARY

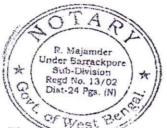
GOVT. CF W B. REGN. NO. 13/02 - 8 MAR 2010

Kanyoen 2015 Partner .0 PIONEER ASSOCIATES

11.

12.







Page 05 of 06

- 16. <u>RETIREMENT</u>: That if any partner intends to retire from the partnership firm in that case he shall have to give one month's prior notice in writing to the remaining partner of his intention to do so.
- 17. <u>FIRM'S PROPERTY</u> That if any partner intends to purchase any shop room or flat or apartment in the building which is to be constructed by the partnership in that case he shall have purchased the same on the basis of the market price available in the locality.
- 18. <u>AUTHORISATION</u>:- That the partners shall have the liberty to execute power of Attorney to the remaining partner but no partners can give any power to any outsider.
- 19. <u>ABIDE BY</u>:- That for all other purposes for which no provisions is made herein, the partnership herein created shall be governed by the provisions of the Indian Partnership Act.
- 20. COMMENCEMENT: The partnership herein created shall be deemed to have been commenced on and from the  $1^{st}$  day of January 2010.
- 21. <u>AMALGAMATION AND PARTNERSHIP</u>:- That the partnership may as mutually agreed upon by the partners, amalgamate with or may enter into any agreement for sharing profits, joint venture or reciprocal concession with any person, firm company or any other organization which may directly or indirectly benefits the firm.
  - ARBITRATION: Any dispute or difference which may arise among the partners with regard to the construction, meaning and effect of this Deed or any part thereof, or respecting the accounts, profits or losses of the business, or the rights and liabilities of the Partners, or the dissolution or winding up of the business or any other matter relating to the firm, shall be referred to arbitration and the decision of a sole arbitrator, if the parties is dispute so agree, otherwise to two or

more arbitrators, according to the number of the partners of the firm one to be nominated by each party and in case of difference of opinion among them, by the umpire selected by them at the commencement of the difference and this clause shall be deemed to be a submission within the meaning of the Arbitration Act, 1940, including its statutory modification and re-enactment.

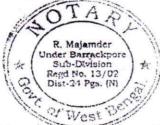
23. MODIFICATION AND ALTERATION :- Notwithstanding anything stated or provided herein ,the partners shall have full power and discretion to modify , alter or vary the terms and conditions of this partnership deed

R MAJUMDER NOTARY GOVT. CF W 6.

- 8 MAR 2010

PIONEER ASSOCIATES

Partiner





Page 06 of 06

in any manner whatsoever they think fit, by mutual agreement which shall be in writing and signed by all the partners and thereupon the said writing shall become appendage and part of this deed.

PERIOD OF OPERATION: That the aforesaid terms and conditions shall be operative and binding during the continuance of the partnership business or till reconstituted by the partners at any time by mutual consent and agreement.

IN WITNESS WHEREOF WE THE ABOVENAMED PARTNERS HAVE PUT OUR RESPECTIVE HANDS AND SIGNATURES ON THIS 20 TH DAY OF FEBRUARY 2010.

1. Lowarup Bestas -55/1. Nandan Kanan D. J. Nagar, Bekzharila. Kolkala - 700056

2. Tartta Foatin Enha 200. Surja Sen Dagaz. Khantaha. 24/20(1) Kol = 700117. PIONEER ASSOCIATES

Kami Ranjon Das.
Partner

Signature of the First Partner

PIONEER ASSOCIATES

Jopal Ars.

Partner

Signature of the Second Partner

Drafted by & Prepared by

( Tapas Chanda )
Advocate

· 8 MAR 2010

GIG. ATTESTED

R. MAJUMDER

NOTARY GOVT. OF W. B.

GOVT. OF W. B.