

Sl. No. 438 dated 3 APR 2018

Notarial Certificate

(Pursuant to Section 8 of the Notaries Act 1952)

TO ALL WHOM THESE PRESENTS SHALL COME

I, ASIS KUMAR DAS duly appointed by the Government of West Bengal as a NOTARY practising in Burdwan Sadar Sub Division, Within the District of Burdwan, West Bengal within the union of India, do hereby verify, authenticate, certify, attest, declare as hereunder the execution of the instrument annexed hereto 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.

Kalyan Kumar Sinha - S/o H
Harihar sinha - of Telephone Maidan
Katwa - Burdwan - AND - Ujjwal Kumar Sinha
S/o H Harihar sinha of postasa - Burdwan
AND - Ujjwal Sinha - S/o H Harihar sinha
at Katwa - Burdwan - Sadar Sub Division - West Bengal

Executant/s, on 3rd April 2018 in the year two thousand Eighteen THE "EXECUTANTS/S" having admitted the Execution on the Paper Writings ANNEXURE "A" in respective hand/s, in the presence of the witnesses, who as such subscribers/signatures hereon and, being satisfied as to the identity of the executant/s and said execution, I have attested the execution of the Paper Writings ANNEXURE "A" and testify that said execution is in the respective 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 the occasion shall or may require

IN FAITH AND TESTIMONY WHEREOF I the said Notary, have here unto set and subscribed my hands, affixed my Notarial Seal of office at Burdwan on this day of 3 APR 2018



ASIS KUMAR DAS
NOTARY 03.4.2018

Govt. of West Bengal
Regd. No. 2/1998
Bajepuratappur, Katwa Road Burdwan - 713101, W.B.
Professional Address :
District Judges Court Burdwan - 713101, W.B.

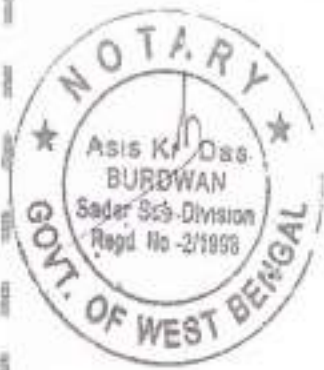


3 APR 2018

Sl. No. 1/188 dated 3 APR 2018



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL BEFORE THE NOTARY AT BURDWAN AC 770014



Kalyan Kumar Sinha

Original of Sinha

Aloke Sinha

Signed in my Presence and Identified by me

Abhijit Kumar Saha

Abhijit Kumar Saha Advocate

PARTNERSHIP DEED. ANNEXURE-A

THIS INDENTURE OF PARTNERSHIP IS MADE THIS 1ST DAY OF APRIL, TWO THOUSAND EIGHTEEN BY AND BETWEEN.

1. Kalyan Kumar Sinha, aged about 62 years son of Late Harihar Sinha, By religion - Hindu, By occupation - Business, resident at Telephone Maidan, Post Office - Katwa, PIN- 713130, Police Station - Katwa in the District of Burdwan within the State of West Bengal of the first part hereinafter referred to as the party of **FIRST PARTY.**

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Asis Kumar Das
Notary, Govt. of WB
Regd. No. 2/1998
Bejpratalapur, Burdwan
Pin-713101 WB

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06 MAR 2018

RS Construction
Kutwa Telephone maidan

৬. বি. এম. আর. খান, মহলাঘাট
হকিম ২৪ লড়াগা
কোম্পানি আমানুজ্জামান

Katwa - 713130.

06 MAR 2018

100x1 = 100x
50x1 = 50x
100x1
50x1

১৩৬৪
০৬ মার্চ ২০১৮
১৩৬৪



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

ANNEXURE A

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Kajim Das

Ujjwal K. Sinha

Aloke Sinha

Signed in my Presence and Identified by me

Abhijit Kumar Saha

Abhijit Kumar Saha Advocate

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Ujjwal Kumar Sinha, aged about 61 years, son of Late Harihar Sinha , By religion - Hindu , By occupation - Business , resident at G.T Road, Purbasa, Post Office - Burdwan, PIN- 713103, Police Station - Burdwan , in the District of Burdwan within the State of West Bengal of the second part hereinafter referred to as the party of **SECOND PARTY** .

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Asis K. Das
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Regd. No. 2/1998
Bajepratapour, Burdwan
Pin-713101 WB

03.4.18

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নং _____
কোম্পানী _____ RS Construction Co. Ltd 66 MAR 2018
সং _____ Katwa Telephone Maidan

এ. সি. এস. ডায় অফিস, নবমহাট
পল্লি ২৪ নং
ডেপুটি : আসাদুর রহমান
Katwa - 713130.

তারিখ _____
০৬ MAR 2018

100x1 = 100r
50x1 = 50r

150r

3 APR 2018



Krishan Kumar Sinha

Abhijit Kumar Saha

Aloke Sinha

Signed in my Presence and Identified by me

Abhijit

Abhijit Kumar Saha Advocate

[3]

AND

ANNEXURE-A

3. Aloke Sinha, aged about 59 years, son of Late Harihar Sinha, By religion - Hindu By occupation - Business, resident at Subodh Smriti Road, Post Office - Katwa, PIN- 713130, Police Station - Katwa, in the District of Burdwan within the State of West Bengal of the second part hereinafter referred to as the party of **THIRD PARTY**.

(All of them hereinafter also referred to as partner which expression shall mean and include their respective heir/s, executor/s, administrator/s, representative/s and or assign/s).

WHEREAS the above noted three partners combine and start a business of Housing Development, Real Estate and purchase & sale of land and buildings under the name and style "R.S CONSTRUCTION" having its office address at Telephone Maidan, Post-Office-Katwa, Police Station - Katwa, PIN - 713130 in the District of Burdwan within the State of West Bengal. (within the meaning and implication of section 4 of the Indian Partnership Act, 1932 and amended provisions provided by the Finance Bill, 1992 & amended provisions provided by the Finance Bill, 2009) their mutual moneys and/ or labor and / or skill and / or agreeing to share the profits as well as losses of the firm in accordance with the shares specified as per terms and conditions herewith contained.

AND WHEREAS the parties hereto have agreed to put down the terms and conditions in writing to avoid any misunderstanding in future.

NOW, THEREFORE, the above named parties do hereby solemnly affirm, declare, confirm and ratify having ab - initio settled and agreed as follows:-

NOW THIS INDENTURE WITNESSETH AS UNDER:

1. THAT the partnership business shall be deemed to have carried on and from 1st day of April, 2018.
2. THAT the parties shall become and be partners of the firm under the name and style as " R.S CONSTRUCTION" and the said name and style shall be continued unless or otherwise changed by the partners.

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Kalyan Kumar Sinha

Ujjwal K. Sinha

Aloke Sinha

Signed in my Presence
and Identified by me

Abhijit Kumar Saha

Abhijit Kumar Saha
Advocate

--[4]:-

ANNEXURE-A

3. THAT the "Head Office" and "Principal Place" of business shall be situated at Telephone Maidan, Post-Office- Katwa , Police Station - Katwa , in the District of Burdwan within the State of West Bengal
4. THAT the partnership firm shall carry on business of Housing Development, Real Estate and purchase and sale of land & buildings. In case of unanimity the firm may deal in such other nature of business. Be it noted here that all the partners agreeing they shall be able to divert the business activities in any other line or lines.
5. THAT the partners, if they so desire, open branch or branches of the said business at any other place or places under any other name and style dealing any other commodity or commodities.

IN the case of unanimity amongst the partners they may change the nature, character, site and style of the present business.

6. THAT the capital of the partnership firm will be the sum as standing balance in the books of accounts of the firm and any further capital is required to carry on and continue the business smoothly will be contributed by the partners as per their profit sharing ratio.
7. THAT the accounting year of the firm shall be the English Financial Year Ending on 31st day of March of every year and accounts shall be kept in English or any other convenient language.
8. THAT the proper books of accounts shall be kept by the partners and the particular of all transaction, whether incoming or outgoing any matters relating the partnership shall be recorded herein. The books of accounts and other documents relating to the partnership concern shall be kept at the place of business and shall not be removed from the place or business without the consent of the other partners but each partner shall have the easy access to the books of accounts and documents at all reasonable hours and shall be at liberty to inspect then and to make extracts therefore as he may deem fit.
9. THAT each partner shall be just and faithful the other partners in all transactions relating to the partnership and shall at all time to be reasonable to give to the other a just and faithful account of the partnership affairs.
10. THAT the profit and loss shall belong to and be borne by the partners as follows:-

| | | |
|--|---|--------|
| 1 st Partner - Kalyan Kumar Sinha | - | 33.33% |
| 2 nd Partner - Ujjwal Kumar Sinha | - | 33.33% |
| 3 th Partner - Aloke Sinha | - | 33.34% |

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Kalyan Kumar Sinha

Ujjwal Kumar Sinha

Aloke Sinha

Signed in my Presence
and Identified by me

Abhijit Kumar Saha

Abhijit Kumar Saha
Advocate

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ANNEXURE - A

- m) To negotiate with state or local authorities in respect of privileges such as electricity, rent, water, power licence, octroi and taxes etc. And to enter into agreement with the concerning authorities for such privileges or benefits to the partnership before such authorities in all matters.
- 14. THAT none of the partners without the consent of the other partners will be entitled :-
 - (a) To compound, compromise and relinquish claim or demands against the partnership.
 - (b) To lend or borrower money with or without creating any security and or pledge and partnership assets and properties for the purpose.
 - (c) To sell, dispose or mortgages or transfer the fixed assets of the partnership.
 - (d) To stand bail or surety for anybody which any endanger the assets and the properties of the partnership.
 - (e) To admit anybody to the said partnership.
 - (f) To transfer this right, title interest in the said partnership.
- 15. THAT each partner shall be just and faithful the other partners in all transactions relating to the partnership and shall at all time to be reasonable to give to the other a just and faithful account of the partnership affairs.
- 16. THAT the capital of the partnership firm will be the sum as standing balance in the books of accounts . If further capital is required to carry on and continue the business smoothly will be contributed by the partners as per their profit sharing ratio .
- 17. THAT all the parties shall be working partners and shall work for the benefit of the partnership business.
- 18. THAT the party of the **FIRST PARTNER, SECOND PARTNER AND THIRD PARTNER** have agreed to work in the partnership firm as working partner. It is hereby agreed that the said working partner of the fire shall be entitled to get remuneration in the following proportion :-

| | | |
|------------------|----------------------|--------|
| First Partner - | Kalyan Kumar Sinha - | 33.33% |
| Second Partner - | Ujjwal Kumar Sinha - | 33.33% |
| Third Partner - | Aloke Sinha - | 33.34% |

The oscillating limit of remuneration payable to the partners shall be calculated at percentage of the income of book profit (Business Profit) of each accounting period in the following manner :-

Total Remuneration of partners not exceed.

- (a) In respect of income up to Rs. 3,00,000.00 or less, Rs. 1,50,000.00 or 90% of the Books profit whichever more
- (b) In respect of balance of income At the rate of 60%

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Kalyan Kumar Sinha

Ujjwal Kumar Sinha

Aloke Sinha

Signed in my Presence
and Identified by me

Abhijit Kumar Saha

Abhijit Kumar Saha
Advocate

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ANNEXURE - A

For the purpose of above calculation 'Income' other than Capital Gains on long term capital assets shall be computed as defined in explanation 3 to section 40(b) of the Income Tax Act, 1961 or any other applicable provisions as may be in force for the Income Tax Assessment of the partnership firm for the relevant accounting period .

And the above partner may agree not to take the remuneration as may be decided by and between the partners from time to time.

The remuneration payable to the partner shall be payable credited to his respective capital accounts or separate current account maintained in his name either annually or at any other interval of time or periodically or then may draw the remuneration at any particular period of the time as may be decided by the partners by mutual consent .

The partners shall be entitled to vary the amount of remuneration payable to each partner and may agree in future to pay remuneration to other working partner/s as the case may be .

19. THAT the above noted FIRST PARTNER , SECOND PARTNER AND THIRD PARTNER Kalyan Kumar Sinha, Ujjwal Kumar Sinha and Aloke Sinha will be entitled jointly as well as severally to make application for tender, to purchase tender documents and to execute agreement to sign documents, Bills and other necessary papers, to receive payment or tender papers and to do all official works for execution of contract works .
20. THAT the above noted FIRST PARTNER , SECOND PARTNER AND THIRD PARTNER Kalyan Kumar Sinha, Ujjwal Kumar Sinha and Aloke Sinha will open , operate and close (if require) Bank account in the name of the firm with any scheduled Bank , Co. - Opt. Bank , Private Bank or any Bank or Banks jointly as well as severally of the above noted partner and the firm can take loan from any bank or banks or from any private parties on suitable terms and conditions and loan agreement will be signed by all partners. And all partners will be liable personally for loan and accrued interest of the bank .
21. THAT the partnership firm shall be a partnership at will and will be liable to be dissolved on mutual consent or any notice according to law .
22. THAT the above noted partners hereof shall jointly or severally have the authority in the name and on behalf of the firm to make, sign , endorse, negotiate assign, discharge, suspend, revoke or otherwise deal with all bills, cheques, Bank drafts, promissory notes, receipts or other negotiable instruments or commercial documents or whatever nature and description as also to open, accept , suspend or revoke letter of credit and to arrange with one more bank or financial credit facilities for the firm, whether on

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Bajrapur, Burdwan
Ph-713101 WB

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Kajem Kue Sid

At 7/10/18 Xr. Sindh

Aloke Sinha

Signed in my Presence and Identified by me

[Signature]

Abhijit Kumar Saha Advocate

3 APR 2018

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ANNEXURE-A

the security of goods of property (movable or immovable) or otherwise, and to institute or defend all suits, appeals, second appeals, or other petitions or legal proceedings of every description and to enter into correspondence and to negotiate and conclude contracts in the day to day business routine .

PROVIDED HOWEVER , the unless all the partners for the time being join in or subscribe to the transaction, on partner shall the authority to borrower except from banks, financial corporation, Government or Semi- Government institutions as aforesaid or otherwise pledge and credit of the firm .

- 23. THAT each of the partners shall be liable to pay his share of Income Tax and the taxes assessed against the firm shall be paid on behalf of the firm and shall be treated as establishment expenses of the said partnership.
- 24. THAT the Partnership firm will enter into agreement separately when the flat sale occur with the buyers.
- 25. THAT each partner shall be at all times duly and punctually pay and discharge his separate and private debts and engagements whether present or future and the firm and other partners shall not be responsible for the same.
- 26. THAT the firm can take loan from any schedule Bank, Co. - Opt. Bank , Private Bank or any Bank or Banks or from any private parties on suitable terms and conditions . Any loan agreement will be liable for loan amount and interest as per their respective share.
- 27. IF any partner is desirous of retiring from the partnership he shall be entitled to do so by giving ONE MONTH notice in writing to the other partners of his intention and such notice his interest in the partnership shall cease and the business shall be continued by the remaining partners.
- 28. IF any partner shall die during the continuance of the partnership and if the heir or heirs of the deceased partners expresses or expresses his desire to become partners he may be taken as substitute of the deceased partner on the same terms and conditions as here in provided .
- 29. THAT death or retirement of any partner shall not dissolve the partnership firm but no such death or retirement, the share and interest of the deceased partner or the relating partner in the partnership shall cease and be determined and there upon such partner shall only been entitled to his share in the profits of the partnership firm up to the date of such death or retirement and such partner shall have no other right or interest whatsoever in the partnership firm or the assets of the partnership firm including its goodwill, quota rights and other benefits of the partnership firm .
- 30. THAT in case of death or retirement of partner shall not dissolve the partnership. In the event of the demise of a partner, such of his heir, successor or survivor as may so desire shall be admitted as partner in the place of the deceased partner. In the event of

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Kajal Kumar Das

Abhijit Kumar Saha

Aloke Sinha

Signed in my Presence and Identified by me

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Abhijit Kumar Saha
Advocate

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ANNEXURE-A

the retirement of a partner, the relating partner may assign his share to any other partner, failing which, unless otherwise agreed the remaining partners shall share and bear the profits and losses of the firm in the same proportions as their respective shares mentioned herein above bear to each other .

- 31. That the firm shall not be responsible for any personal debts or liabilities of any partner.
- 32. THAT upon the determination of the partnership by any means, a full and general account of valuation of the assets and liabilities of the partnership firm shall be taken and assets be put to sale and the debts be realized and the credits be paid. And the sale proceeds case shall be divided as per respective shares amongst the partners. Provided always that if the proceeds are then the liabilities the loan shall be made good in respective shares by the partners.
- 33. THAT this partnership business is at will and can be dissolved as and when decided by the partners hereto mutually. In case of dissolution of the firm the net assets What so ever would be available after meeting out all the business liabilities and loans shall be distributed among the partners in the proportion to their profit sharing ratio as referred to above in clause no . 10 .
- 34. THAT the partners may withdraw amounts from the partnership firm from time to time and the amount so withdrawn by any partner shall be debited to his account .
- 35. THAT in case of all dispute arising between the Partners and/or their legal representatives in respect of any matter relating to the firm or its business , the decision of the majority of the partner will be final . If they do not agree , the same would be referred to one or more arbitrators to be appointed by the partners for this purpose and the opinion of them or majority of them will be final.
- 36. THAT all other matters not specifically provided in this instrument, parties hereto would decided their course of action by mutual consultation which need not be in writing but would be inferred from their course of action.

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ANNEXURE-A

:- [10] :-

37. THE provision of the Indian Partnership Act, 1932, shall apply as regards the matters which are not expressly provided for herein above.

IN WITNESS WHEREOF the said parties hereto have set and subscribed their respective hands and seal on the day, months, year first above written.

WITNESS

SIGNATURE OF THE PARTNERS

- 1. Uday Kumar Saha
Katwa, Purba Bardhaman.
- 2. Manir Lal Mukherjee
Katwa, Purba Bardhaman
- 3. Kishore Mandal
Katwa, Purba Bardhaman

- 1. *Kalyan Kumar Sinha*
[KALYAN KUMAR SINHA]
- 2. *Ujjwal Kumar Sinha*
[UJJWAL KUMAR SINHA]
- 3. *Aloke Sinha*
[ALOKE SINHA]

Signed in my Presence and identified by me
Abhijit Kumar Saha
Abhijit Kumar Saha
Advocate

Drafted by :-

Abhijit Kumar Saha
Abhiji Kumar Saha
Advocate.
89, Katwa Madhabitala,
P.O.- Katwa.
Dist - Burdwan.

Computer Typed by :-
Sampa Saha
Sampa Saha
P.O.- Katwa.
Dist - Burdwan.

Signature/s of Executant/s attested on identification
Asis Kumar Das
Asis Kumar Das
Notary, Govt. of WB
Regd. No. 2/1998
Bajepratappur, Burdwan
Pin-713101 W.B.

03. 04. 2018.

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