



27 SEP 2018

Sl. No. 17



NOTARIAL CERTIFICATE

To All Whom These Presents Shall Come, I, Bholanath Sil practising as a Notary in the Barrackpore Sub-Division, District North 24 Parganas 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)

DEED OF PARTNERSHIP

Rajendra Kumar Jaiswal
A N D

Pradyut Ghilla
hereinafter referred to as the executant (s) on this 27 SEP 2018 day of

The "executant (s)" having admitted the execution of the paper Writing 'A' in respective hand (s) in presence of the witness (es) who as such, subscribe (s) thereon and being satisfied as to the identity of the executant (s) and the said execution, I have authenticated, verified and attested the execution the "Paper Writings" "A" and testify that the said execution is in the respective hand (s) 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 occasion shall or may require.



BHOLANATH SIL
NOTARY - 2262
GOVT. OF INDIA

Notarial Stamp on Original

27 SEP 2018

Bholanath Sil
NOTARY & ADVOCATE
Barrackpore Court
Dist. North 24 Parganas
Regd. No. 2262

In faith And Testimony Whereof I, The Said Notary have hereunto set and subscribed my hand and affixed my Notarial Seal of Office at Barrackpore Court Compound in the Dist. North 24 Pgs. On the

27 SEP 2018

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27 SEP 2018

Bholanath Sil
NOTARY & ADVOCATE
GOVERNMENT OF INDIA
562, R. B. C. Road, P. O. Hazinagar
P. S. Naihati, Dist. North 24 Parganas
Phone : (033) 2588 - 3296
Mobile : 9903115183

भारतीय नै रज्ज रिक्

पचास
रुपये
₹.50

FIFTY
RUPEES
Rs.50

INDIA NOT

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

X 075730



DEED OF PARTNERSHIP

THE MEMORANDUM OF THIS DEED OF PARTNERSHIP is
made on this the 27th day of September 2018 BETWEEN;

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DHONI MATH SIL
NOTARY - 2262
GOVT. OF INDIA

27 SEP 2018

Sub. Kanti Ariswal

14275 27/9/18
No. Date
Name S. Senthil Develop
Address
P.S.
Dist.
Name of Treasury :- Barrackpore
Name of Vendor :- RANA SUR
Date of Purchase
Total Amount
Signature of Vendor

[Signature]

17 SEP 2018

[Signature]

27/9/18




पश्चिम बंगाल WEST BENGAL

X 075731



MR. RABI KANTA JAISWAL (PAN - BEDPS1768H), son of
*Mr. Panna Lal Shaw, presently residing at 380/6, Garulia Main Road, Garulia, Post Office: Garulia, Police Station: Noapara, District: North 24 Parganas, Pin Code: 743133, West Bengal, hereinafter called and referred to as the **FIRST PARTY / FIRST PARTNER** (Which expression shall unless excluded or repugnant to the context be deemed to include his legal heirs, successors, representatives, administrators, assigns, etc.) of the **FIRST PART**;*


BHOJANATH SIKH
NOTARY - 2267
GOVT. OF INDIA

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SEP 7 2018

Rabi Kanta Jaiswal
Pradyut Dutta

14276 2779/18
No. Date Rs.
Name Develop
Address Nos
P.S.
Dist.
Name of Treasury :- Barrackpore
Name of Vendor :- RANA SUR
Date of Purchase 17 SEP. 2018
Total Amount
Signature of Vendor 260,000

Rana Sur
2779/18



পশ্চিমবঙ্গ পশ্চিমবঙ্গ WEST BENGAL

X 075732



AND

MR. PRADYUT DUTTA (PAN - AFZPD3762N), S/o. Late Prantosh Dutta, resident of Jhautala, Ukil Bagan, Post Office: Shyamnagar, Police Station: Jagaddal, District: North 24 Parganas, Pin Code: 743127 West Bengal, hereinafter called and referred to as the **SECOND PARTY / SECOND PARTNER (Which expression shall unless excluded or repugnant to the context be deemed to include his legal heirs, successors, representatives, administrators, assigns, etc.) of the **SECOND PART**;**

47103 MATH SIL
R. No. - 2262
GOVT. OF INDIA

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27 SEP 2018

Pradyut Dutta
Barrackpur Jagaddal

14277 27/9/18
No. Date Rs
Name *Srestha Develo*
Address
P.S. Nos.
Dist.
Name of Treasury :- Barrackpore
Name of Vendor :- RANA SUR
Date of Purchase 17 SEP 2018
Total Amount 260 000
Signature of Vendor 260 000

Rana Sur


27/9/18



WHEREAS the parties to this indenture are well experienced in the business of constructions, promoting, developing of land and allied works including sale and purchase of landed properties and building materials above named are willing and now the parties desirous to combine their expertise and start a partnership business of constructions, promoting, developing of land and allied works including sale and purchase of landed properties and allied business hence this deed of partnership;

NOW THIS DEED OF PARTNERHIP IS WITNESSETH and the parties hereby agree, which is as follows:

1. That the parties hereto shall at present constitute and become partners of the firm "**SRESTHA DEVELOPMENT**" subject to the terms hereunder contained and subject to such modification in its constitution or object clauses as may hereafter be agreed as and from this day.
2. That the registered office of the partnership business, **SRESTHA DEVELOPMENT**, shall be at 380/6, Garulia Main Road, Garulia, Post Office: Garulia, Police Station: Noapara, District: North 24 Parganas, Pin Code: 743133, West Bengal, or such other place or places as the partners may from time to time agree and decide amongst themselves.


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27 SEP 2018

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Rabi Kanter Jaiswal President Dutta



3. That the partnership shall be a "partnership at will" and the duration of partnership will be determined by the partners on their mutual consent.
4. That the initial capital of the partnership shall be the sum of Rs.10,00,000/- (Rupees Ten Lakhs) only, invested equally by both the partners and the further capital, if any shall be invested by both the partners equally.
5. That if any partner advances any sum beyond the equally contributed sum as agreed aforesaid, with the permission and consultation of the other partner then that partner shall be entitled to get the simple banking interest prevailing on that day on the sum such advanced.
6. That all the partners shall be entitled to receive remuneration and interest on capital as per the provisions of Section 40 (b) of the Income Tax Act, 1961, adjustable against the account of the respective partners at the time of annual accounting.
7. That the partnership business of the firm shall be carried on at the above noted address of the firm and any other place or places as the partners may from time to time determine.
8. That the rent and all taxes, duties, repairs and outgoings in respect of the said premises or other place or places of business of the


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Rabi Kant Singh
Pradyut Dutta




partnership shall be paid out of the partnership account, under proper receipt.

9. That all outgoing towards the advertisement, running, promotion and development of the partnership business shall be paid out of the partnership account, under proper receipt.

10. That none of the partners shall without prior consultation and permission with each other shall purchase the raw materials, stationery, equipments, contact and appoint lawyers, talk and negotiate with the intended buyers and purchasers etc, for the use and business of the partnership firm on the account of the partnership.

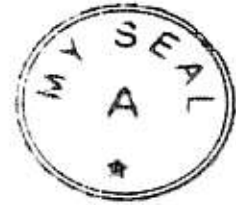
11. That no apprentice, clerk or servant shall be employed or dismissed without the consent of all the partners and all salaries, outgoing expenses, premium and fees taken or paid shall be paid from the partnership account.

12. That any property, articles, goods purchased from the account of the partnership business shall be deemed and include as the property of the firm and in the event of the liquidation of the partnership business the same shall be dealt in accordance with the profit and loss sharing ration of the partners.



BROJ NATH SEH
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27 SEP 2018

Rishi Kishore Jaiswal
Broj Nath Sehgal



13. That all or any decisions in respect of all or any of the aforesaid acts shall be dealt in with consultations with the partners amongst themselves and shall be decided by the partners amongst themselves.
14. That the partnership firm shall from time to time hold a meeting at the office of the partnership firm or any other place as the partners may from time to time agree to discuss the business of the firm.
15. That the partners shall cause all usual accounts and entries to be kept and made in proper books and together with securities, vouchers and such books shall be kept at the registered office of the partnership and be open to inspection for all the partners.
16. That the accounting year of the firm shall be from 1st day of April to 31st day of March every year and immediately after 31st day of March in every year, the partners shall take an account and valuation of the effect, credits and liabilities of the partnership. The withdrawal as mentioned in para no. 6 supra shall be adjusted against the accounts of each of the partner. Such accounts and valuations shall after mutual examination be drawn up in triplicate and signed by all the partners, who shall each, retain a copy and a copy of the same shall be at the office of the partnership firm. The entries in such signed accounts shall be final and binding upon the partners.


BHOLA NATH SH
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GOVT OF INDIA

7 SEP 2019

Pradyut Datta
Rab. Kanta Hanswal




17. That in the event of the partnership business incurs losses, then each partner shall have to repay the said losses in the proportion as stated above i.e. in the proportion of 50% (Fifty Percent) each.

18. That the profit or loss, as the case may be, shall be divided as aforesaid, after signing of such accounts.

19. The partnership shall be deemed to be continuing on the admission of a fresh partner or partners, provided the admission of the new partner and/or partners is duly approved by both the partners. Under any circumstances no new partner can be admitted without the mandatory consent of both the partners.

20. That if at anytime any partner desires to retire from the business, he may do so by giving at least 6 (six) months' notice and/or expiring with the date of annual accounting year, which ever is earlier. The retirement of any one of the partner shall not ipso facto dissolve the partnership and the profit and loss will be shared equally with the outgoing partner.


21. That in the event of the death of any one of the partner, the profit and loss will be shared with the heirs of the deceased partner in the manner aforesaid discussed.


SRIJANATH SRI
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GOVT. OF INDIA

Rabin Kumar Ghoshal
Rabindranath Datta



22. That post retirement of the partner by way of death the legal heirs of the partner shall be at liberty continue with the partnership and/or can opt for withdrawal of their entire profit and capital.
23. That the banker of the partnership shall be any nationalized bank and/or any private/commercial bank and/or any co-operative bank, as the partners may from time to time determine and all partnership money shall be paid, withdrawn and parked into the account of the firm and the bank account of the partnership firm shall be operated by the joint signature of both the partners, as mutually agreed by all the partners from time to time.
24. That the partnership firm, for the smooth running of its business can raise loans and advances from the open market and/or any nationalized bank and/or any private bank and/or any Co-Operative Bank. Any loan and/or advance raised or to be raised by the partnership firm shall by mandatorily be signed and/or acknowledged in writing, by both the partners.
25. That the partnership firm shall not be responsible for any loan taken by any partner in his personal capacity.
26. That the partners shall be true and just to each other in all their transactions and dealings and shall at all times during the continuance of the partnership, diligently and faithfully employ


BHOJANATH SINGH
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GOVT. OF INDIA

27 SEP 2010

Radhika Dutt
Rishi Kumar Singh



themselves in the conduct and management of the said business and the concerns of the partnership.

27. That during the continuance of this partnership, the partners to this indenture are free to personally engage in or carry on or be concerned or interested directly or indirectly, in the trade or business being carried on by the partnership or any business, including the business of same nature, either jointly or severally and/or by forming separate partnership with any other third party and/or by any other legal way, without any permission or objection from the other partner. However the partner shall take care that the business of the instant partnership be not hampered by his such act.

28. That all acts, deeds and things done by the partnership shall be done by mutual consent and no partner shall be authorized or be at liberty to pledge, hypothecate or encumber the property, assets or stock-in-trade of the firm without the consent in writing of the other partners. All loans to be binding on the firm shall be required to be executed and signed by both the partners personally.

29. That in the event of the dissolution of the partnership by any means whatsoever, as soon as convenient, but not later than the time fixed for the annual accounting, a full and general account and valuation shall be taken of the property, assets and liabilities of the


RHOUL NATH SIKH
NOTARY - 2262
BARRACKPORE

27 SEP 2008

Radhika Dutt
Rabin Kumar, Principal



partnership and the same shall be sold by public or private auction. After the debts realized and the credits paid, the net proceeds in cash shall be ratably divided according to the share of each partner amongst themselves or the partners and the legal representative or representatives of any deceased partner PROVIDED ALWAYS that if the proceeds are less than the liabilities the loss shall be made good in proportion of the shares by the partners or their legal representative or representatives.

30. That any modification, alteration, substitution and/or amendment in the constitution and/or subject clauses shall be included, inserted and mentioned by executing and indenture duly signed by all the partners on a non-judicial stamp paper of Rs.10/- (Rupees Ten) only or such other value as the state government may fix from time to time for this purpose.

31. That subject to the provisions contained in the preceding clause, if at any time any dispute, doubt or question arises between the said partners or their respective legal representatives, either on the construction of these presents or respecting the accounts, transactions, profits or loss of the business or otherwise in relation to the partnership, then any such dispute, doubt or question shall be referred to the arbitrator chosen by all the partners and all proceedings before such arbitrator shall be governed by the


NOTARY - 2267
GOVT. OF INDIA

Redhat Duffa
Rabir Kumar...



provisions contained in ARBITRATION AND CONCILATION ACT, 1996 or any statutory modification thereof and the decision of the arbitrator shall be final and binding upon the partners.

32. That this partnership shall be guided by the provisions of the Indian Partnership Act, 1932 or any statutory modifications thereof.

33. That if any of the terms and conditions as laid down in this deed of partnership contradicts with the provisions of the Indian Partnership Act, 1932, or Income Tax Act, 1961 and/or any statutory modification thereof, then in the circumstances the one guided in the Indian Partnership Act, 1932, Income Tax Act, 1961 and/or any statutory modification thereof, shall prevail.

IN WITNESSES WHEREOF the partners above mentioned have subscribed their respective sing, seal and signature to the deed of partnership on this the day, month and year first above state, in presence of the witnesses mentioned hereunder.

Witnesses

1.

Rabi Kumar Sinha

Signature of the First Partner

ATTESTED BY EXECUTION OF 2.
FORE ME ON IDENTIFICATION

[Signature]
NOTARY 2262
GOVT OF INDIA

Fransis Dutt

Signature of the Second Partner

Drafted and Prepared by me.

Ziaul Haque Ansari
(ZIAUL HAQUE ANSARI)

Advocate.
9874414545

22/09/18


27 SEP 2018

27 SEP 2018

THE 27 SEP 2018 OF



PAPER WRITINGS " A " &
THE RELATIVE NOTARIALS
CERTIFICATE


BHOLANATH SIL
NOTARY - 2262
GOVT. OF INDIA

27 SEP 2018

BHOLANATH SIL
B. Sc., LL.M.

NOTARY & ADVOCATE
GOVERNMENT OF INDIA
BARRACKPORE COURT
Dist. North 24 Parganas

Professional Address

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