## Mrs. Atabi Banerjee

B. A., L.L.B.

Notary Public, GOVT. OF WEST BENGAL Durgapur, Burdwan

Professional Address: Durgapur Court Durgapur, Burdwan Pin - 713 216

## **Notarial Certificate**

(Pursuant to section 8 of The Notaries Act. 1952)

TO ALL TO WHOM THESE PRESENTS shall come, Mrs. Atabi Banerjee, duly authorised by the Government of West gal to practise as a NOTARY do bereby verify, authenticate, ify, attest as under the execution of the instrument annexed eto collectively marked "A" on its being executed, admitted and entified by the respective signatories as to the matters contained perein, presented before me.

According to that this is to certify, authenticate and attest that the annexed instrument "A" is the friginal Deed of Portmership secreted by 1. Smt. Bornali Ghosh 2. Sri Rajib Ray and 3. Shi Rankesh Roy on identification by Ld. Advocati

PRIMA FACIE the annexed instrument "A" appears to be in the usual procedure to serve and avail as needs or occasions shall or may require for the same.



Guly in the year of Christ 20/5

Mrs. Atabi Baneries, Notary Durgapur, Burdyan, W.B. Penn No. 404001: Gout of Will Mrs. Atabi Baneries

Mrs. Atabi Banerjed NOTARY

NOTARIAL NOTARIAL

2 1 JUL 2015



This DEED OF PARTNERSHIP is made on this 21St day of July, 2015 BETWEEN

(1) Smt. BARNALI GHOSH, D/o ARUN KUMAR CHATTERJEE, aged about 39yrs. by faith-Hindu, by occupation Business, residing at 55,Rani Rasmani Path, City Centre, Durgapur-16, Burdwan, West Bengal, hereinafter called the FIRST PARTNER OF THE FIRST PART.

AND

(2) Shri. RAJIB ROY, S/o Sri RANAJIT ROY, aged about 40yrs by faith Hindu, by occupation Business, residing at Raypara, Metali, Barjora, Bankura, Pin-722142 West Bengal, hereinafter called the SECOND PARTNER OF THE SECOND PART.



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Mrs. Atabi Baranjee, Notary Durgaput, Burdwan, W.B. Regn. No.-497-007 Gest. of W.B.

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AND

B) Shri. RAKESH ROY, S/o Sri SITARAM ROY aged about 44yrs by faith Hindu, by occupation Business, residing at 21/16, Einstein Avenue, Durgapur-05 West Bengal, hereinafter called the THIRD PARTNER OF THE SECOND PART.

WHEREAS the parties to this deed have been carrying on the business of Promoting & Developing, Civil Construction and other related works of M/S. Aambani Housing Development Project, with its principal place of business at 55 Rani Rasmani Path, SAIL Co-Operative, City Centre Durgapur-713216 on the terms and condition incorporated in the partnership deed.

Whereas All the partners have bind themselves as a partner in the under written terms and conditions as follows:

1) That the name of the Partnership firm shall be as "M/S. Aambani Housing Development Project" and the principal office of the said will be at 55 Rani Rasmani Path, SAIL Co-Operative, City Centre Durgapur-713216 West Bengal.



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	That the nature of business of the firms	will be as Promoting & Developing, Civil
	Construction and other related works.	2000

- That name and style of the partnership firms and the office can be changed as when required in the interest of partnership business in future but the both partners will have mutual consent.
- 4) That the capital of the firm will be unlimited and the initial investment are as follows:-

Name of the Partners	Capital Introduce
Barnali Ghosh	4,00,000.00
Rajib Roy	80,000.00
Rakesh Roy	20,000.00

5) That the Profit and Loss from the said partnership business shall be shared among three partners by the following ratio:-

Name of the Partners	% of the Partners
Barnali Ghosh	80
Rajib Roy	16 —
Rakesh Roy	4

- 6) That since this partnership is at WILL, it can also be dissolved by mutual agreement.
- 7) That if any partner desires to retire, he/she will have to send a written communication to the office of partnership firm one (1) month before such retirement to take effect stating his/her such desire to retirement. The liability of the retiring partner shall be framed as well as will stand on the date of retirement by the adjustment of such be made in the following financial year.
- That a Rubber Stamp will be used by all the partners.
- 9) That in ease any of the partners invest any amount for expenditure from his/her own pocket in emergency, the said amount shall be given back to him/her with interest before yearly account of the firm irrespectively of the Profit or Loss of firm.
- 10) That the Partnership firm shall be taken any loan from the Bank/Financial Institution/Company/Companies/Person/W.B. Financial Corporation and others etc. for the requirement of their business purpose.
- 11) That each of the partners shall have exclusive independent authority on behalf of the firm to appoint and dismiss, suspended the labours, staffs etc. and to purchase, submit tenders take delivery of departmental materials cheque bills either in each or cheque and to give valid discharge thereof.



Mrs. Atabi Barerjee, Notary Durgapur, Horayan, W.B.

- 12) That all the partners shall have every right to appoint pleaders, advocate etc, for the interest of the firm provided verbal discussion is being held and within the jurisdiction of Durgapur Court or any other courts.
- 13) That the accounting year of the partnership firm shall English financial year i.e. from the April to March and the final accounts showing the assets and liabilities of the firm will be drawn within six months from the end of each accounting year and a copy of the said final accounts be supplied to each of the partner.
- 14) That in case any partner dies, his/her legal heir/heirs or representatives may entire into the said Partnership business as a partner and profit or loss as the case may be as stands on the date of death of the deceased partner and if he/she not elected to enter into the said business, he/she shall be given the profit, if any, in the next financial year.
- 15) That the Bank account of the partnership business shall maintain in the name of the firm at the place or place of the business with any banks and shall operated bearing signature of any partner of the firm.
- 16) Any one of the partner may be authorized to sign, draw, accept, negotiate any document relating to the business for and on behalf of the firm in the normal course of business.
- 17) That the partners shall be capable, legally, to withdraw up to 90 % of his/her share salary, capital, investment, interest accrued, distributable profit, bonus and others as permissible under new amendment of Income Tax Act from time to time.
- 18) That the each partner shall be entitled to monthly salary as per detailed below:-
  - a) On the first Rs 3,00,000/- of the Book profit or in case of loss Rs. 1,50,000/- or @ 90 % of the Book Profit whichever is more.
  - b) On the balance of the Book Profit @ 60 %.

However, the total salary as mentioned above is payable to the partners as per Detailed below:

Barnali Ghosh

- First Partner - 80 %

2) Rajib Roy

-Second Partner -16 %

Rakesh Roy

- Third Partner - 4 %

It may be changed after mutual understanding within the partners.

19) That in case of difference or dispute arises between the partners the same shall be resolved by discussion across the table and it the effort fails they can appoint a third party or an arbitrator, mutually agreed upon, as per the Indian Partnership Act.



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- 20) That clauses or provisions not mentioned in this deed shall be read and construed in the light of Indian Partnership Act and all other matter for which no specific provisions is made in this Deed shall be decided by the both partners mutually.
- 21) That neither partner shall have any power to dispose off or in any way to change his/her share in the partnership in favor of any third party except having written consent of other.

IN WITNESS WHEREOF both the partners have put their signature on this Deed in presence of witnesses at Durgapur on the day, month and year written in first.

WIT NESSES

Amir tava Short Grand Crate 55 Ram Karmoni Path City Centre Sugapur Signature

1) Bounali Ghosh

2) Rosib Roy.

3) Rocesh Ray

Sufficient of 1015

IN THE NOTARIAL CERTIFICATE

Durgapur, Buruwan, W.B. Bagn, No. 40/2007 Govt. of W.E.



2 1 JUL 2015

