



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

EXECUTED IN MY PRESENCE 778927
AUTHENTICATED BY ME

Observed and Attested in my presence and Authenticated by me as per Sec 17 of Act XVI of 1908



Mani Mohan Saha

[Signature]

Sulsi Saha

Poojanti Saha

Deed of Partnership

This Deed of Partnership is made on this 22nd day of August, 2012 Between:

1. Mani Mohan Saha, son of Late Mukundalal Saha, by caste and religion Hindu, by profession business and residing at 95, Pilkhana Road, P.O. – Berhampore, Dist. – Murshidabad, hereinafter referred to as partner of the First Part.
2. Mrinmoy Saha, son of Mani Mohan Saha, by caste and religion Hindu, by profession business and residing at 95, Pilkhana Road, P.O. – Berhampore, Dist. – Murshidabad, hereinafter referred to as partner of the Second Part.

AUTHENTICATED

[Signature]
24-8-12
INDRANI SARKAR (KUNDU)
Notary Public D. K., Murshidabad
Regn. No.-81/2007 Govt. of W.B, India

Mani Mohan Saha
Mrinmoy Saha
Tulsi Saha.
Prakriti Saha

purposes along with Anjan Kumar Saha, Amitava Saha and Angshuman Saha in terms of the Partnership Deed, dated 1st day of April, 2006. The said Anjan Kumar Saha, Amitava Saha and Angshuman Saha the partners of the SECOND, FOURTH & FIFTH parts respectively have retired from the Partnership on and from today, the 22nd day of August, 2012 with the mutual consent of all partners. And the remaining partners have decided to admit Tulsi Saha, wife of Mani Mohan Saha and Prakriti Saha, wife of Mrinmoy Saha, the parties hereto of the THIRD & FOURTH parts respectively as partner in the form on and from today the 22nd day of August, 2012 on the terms and conditions given below.

NOW THIS INDENTURE WITNESSETH as follows :

1. That the name and style of the firm shall be under the name and style of "MUKUNDA ABASAN".
2. That the partnership shall be at will.
3. That the Head Office of the partnership business shall be situated at Golapatty, P.S. English Bazar, P.O. & Dist. – Malda and branch office at 50/1, A.C. Road, P.S. –Berhampore, P.O. – Berhampore, Dist. – Murshidabad or at such place or places as shall be deemed to be convenient by all the partners. New branches may be started at any place within the UNION OF INDIA.
4. That the main business of the firm shall be that of construction of building for residential and/or commercial purposes and to sell and/or let out the same. But the partners on mutual consent and agreement shall have power to embark upon any other line of trade, venture or undertaking as may be found beneficial to the partnership concern.
5. That the parties of FIRST, SECOND, THIRD AND FOURTH PART shall give their vacant land as per sketch attached to the partnership business for construction of building. The value of the land shall be taken as per purchase Deed Value as Capital. Any further capital if required, the same shall be contributed by all partners as mutually agreed.
6. That the capital contribution of the partners shall be as will appear in the Books of Accounts in their respective names and simple interest @12% (twelve) per annum will be allowed to the partners on their capital contribution.
7. That all the partners of the firm agreed to be actively engaged in conduction of the affairs of the business as "Working Partners". It is hereby agreed that the working partners shall be entitled to get remuneration according to the nature and extent of service they are likely to render for carrying on the partnership business. For this purpose, at the close of each financial year, the maximum amount of remuneration which would be allowable as a permissible deduction for the purpose of the income tax assessment of this partnership business for the



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INDRANI SARKAR (KUNDU)
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Mani Mohan Saha
Mrinmoy Saha
Tulsi Saha
Prakriti Saha

relevant year, shall first be determined by the partners as per provisions of Section 40(b) (v)(2) read with explanation 3 to section 40(b) of the Income Tax Act, 1961 and the same shall be divided in the following manner and credited to the account of each working partner at the end of the accounting period when final accounts of the firm are made up :

- | | |
|--------------------|-----------|
| 1) Mani Mohan Saha | 25% Share |
| 2) Tulsi Saha | 25% Share |
| 3) Mrinmoy Saha | 25% Share |
| 4) Prakriti Saha | 25% Share |

8. That the rate of interest on the amount of remuneration may be varied or altered by making a written agreement by the partners.
9. That the net profit or loss or unabsorbed depreciation computed after deduction all business expenses, depreciation etc. (including interest and remuneration paid to the partners in accordance with the terms of this Deed) shall be divided and distributed amongst the partners on the close of the financial year in the following proportion notwithstanding anything contained in the Income Tax Act, 1961 as amended for the assessment of the income of the firm or its partners :

- | | |
|--------------------|-----------|
| 1) Mani Mohan Saha | 25% Share |
| 2) Tulsi Saha | 25% Share |
| 3) Mrinmoy Saha | 25% Share |
| 4) Prakriti Saha | 25% Share |

10. That the Books of Account of the said business shall be kept according to the Financial Year commencing on the 1st day of April and ending on the 31st day of March.
11. That the books of accounts and other papers of the partnership business shall be preserved at the Head Office of the firm at Golapatty, P.S. English Bazar, P.O. & Dist. – Malda and shall be open to inspection by the partners or their legal representative or representatives at all reasonable hours.
12. That the parties hereto shall be partners in the full sense of the terms being partners both in the profits and losses in the said business.
13. That the parties are at liberty to open account/accounts in any Bank/Banks on behalf of the partnership business and this will be operated by the FIRST, SECOND, THIRD AND FIFTH parts jointly or severally.



AUTHENTICATED

2006
24-8-12
INDRANI SARKAR (KUNDU)
Notary Public D. K., Murshidabad
Regn. No.-81/2007 (Govt. of W.B, India)

Mani Mohan Das

~~Mani Mohan Das~~

Julsi Saha.

Prakranti Saha

14. That any partner of this firm may take loan or loans from any Bank or from market on behalf of the firm at usual rate of interest for which the partners shall remain jointly and severally liable to the Bank and to persons.
15. That the management and control of the partnership affairs shall be exercised by all the partners hereto jointly or severally to suit the occasion and for that purpose they shall have power to accept or endorse bills, cheques, recover all kinds of deposits or money due to the firm from parties, courts, banks, treasuries or offices in the name of the firm in the normal course of its business.
16. That each partner shall have the right to represent the firm in any Court, Revenue Office, Municipality, Government or Semi-Government Establishment any mercantile firm, Companies, Bank, Insurance Office and other Bodies Corporate.
17. That each party to this indenture shall be just and faithful to each other and shall honestly and diligently work for the partnership firm.
18. That no partner shall retire from the partnership without giving three calendar months' notice in writing to the other partners.
19. That on death of any of partners, partnership business may be continued with the legal representatives or representative of the deceased partner.
20. That any Deed of Agreement for Sale or any Deed of Sale shall be executed and registered by any Partner on behalf of the Partnership Firm.
21. That any of the terms may be varied, altered or modified by the mutual consent of all the partners hereof to be either expressed in writing or implied by conduct.
22. That what is not specifically stated in this Deed of Partnership shall be guided by the Indian Partnership Act.



AUTHENTICATED

Indrani Sarkar
24.8.12
INDRANI SARKAR (KUNDU)
Notary Public D. K., Murshidabad
Regn. No.-81/2007 (Govt. of W.B, India)

Mani Mohan Saha

~~Signature~~

Julsi Saha.

Prakruti Saha

IN WITNESS WHEREOF the parties have signed this Indenture of Partnership on the date first above written.

Signature of witness
With address

Signature of parties

1. Kalides Mandal,
Mohan Roy para

1. Mani Mohan Saha

2. Kunal Sengupta
Berhampore msd

2. ~~Signature~~



Executed and Attested in my presence and Authenticated by me u/s 33(1)(a) of Act XVI of 1907

3. Julsi Saha.

4. Prakruti Saha

AUTHENTICATED

Drafted by :

~~Signature~~
24-8-12
INDRANI SARKAR (KUNDU)
Notary Public D. K., Murshidabad
Regn. No.-81/2007 (Govt. of W.B, India)

Typed by :