

SL. NO. 10 of 13 Feb 2013 of 20 13



# Notarial Certificate :-

TO ALL MEN THESE PRESENTS SHALL Come, I MUKUL SRIVASTAVA appointed by the Government of India as a NOTARY being authorised to practice as such in the District of KOLKATA in the state of WEST BENGAL within union of India do hereby verify, authenticate, certify, attest as under the execution of the instrument, do hereby declare that the paper writing collectively Marked 'A' annexed hereto hereinafter called the paper WRITINGS "A" are presented before me by the Executant (S)

Dead of Partner ship

MLS K. G. UDYOG

Rajarhat, Bhatinda, School  
Road, Kolkata 700 135

Here after referred to as the executants (S) on this 13th day of February, Two thousand Thirteen

The executant (s) having admitted execution of the "PAPER WRITINGS A" in respective hand (s) in the presence of the witnesses who as such subscribe (s) Signature (s) thereon and being satisfied as to the identity of the Executant (s) and the said execution of the "PAPER WRITING A" and satisfy that the said execution is in the respective hand(s) of the executant (s)

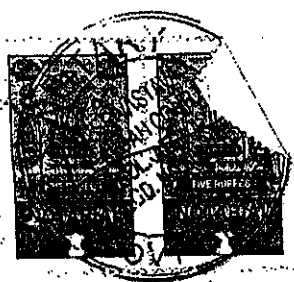
AN ACT WHERE OF being required of a NOTARY, I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as need and occasion shall or may require.

IN FAITH AND TESTIMONY WHEREOF I, the said NOTARY PUBLIC, have hereunto set and subscribed my hand and affix my Notarial seal of Office at Sealdah Court at Sealdah in the Dist. at Kolkata on this 13th day of February, Two thousand Thirteen

*Mukul Srivastava*  
MUKUL SRIVASTAVA  
NOTARY

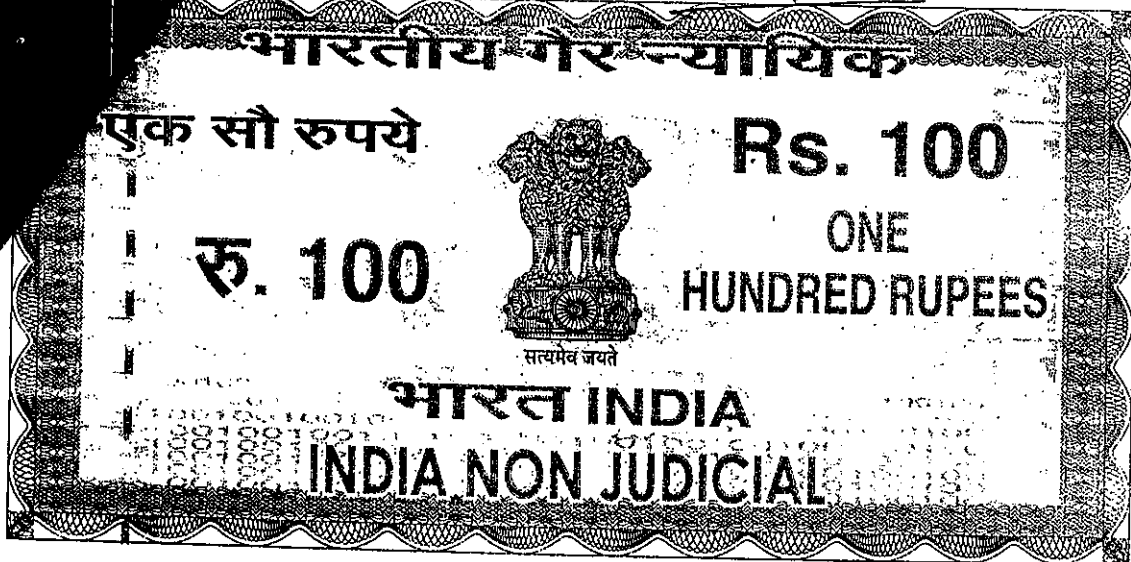
M. SRIVASTAVA  
Notary. Regn. No: 8087/10  
Govt. of India  
Sealdah Court  
Kolkata-700 014

Govt. of India  
Regn. No. 8087/10  
Sealdah Court



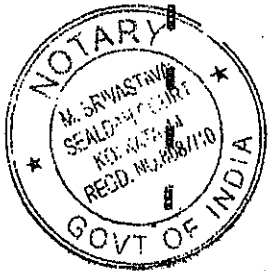
13 FEB 2013

SCM 10 of 13/2/13



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

N 938654



DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made on this the 13th day of February, Two Thousand Thirteen AMONGST SRI SAMPAD AICH, son of Late Nagendra Chandra Aich, by faith Hindu, by occupation Service, by nationality Indian, residing at 78/2, Shyamnagar Road, Police Station Dum.Dum, Kolkata - 700 055, hereinafter called and referred to as the "PARTNER" (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his heirs, executors, legal representatives, administrators and assigns) of the FIRST PART.

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SRIVASTAVA 8087/10 That initially the partners have contributed capital for the running of the firm as

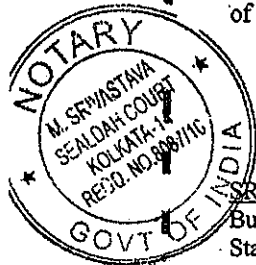


পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

L 923517



SMT. SIPRA AICH, wife of Sri Sampad Aich, by faith Hindu, by occupation Business, by nationality Indian, residing at 78/2, Shyamnagar Road, Police Station Dum Dum, Kolkata - 700 055, hereinafter called and referred to as the "PARTNER" (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include her heirs, executors, legal representatives, administrators and assigns) of the SECOND PART.



A N D

SRI KAMAL SAHA, son of Late Pran Ballav Saha, by faith Hindu, by occupation Business, by nationality Indian, residing at 44/23, Shyamnagar Road, "Das Villa" Police Station Dum Dum, Kolkata - 700 055, hereinafter called and referred to as the "PARTNER" (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his heirs, executors, legal representatives, administrators and assigns) of the THIRD PART.

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SRIVASTAVA 8087/10 That initially the partners have contributed capital for the running of the firm as



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A N D

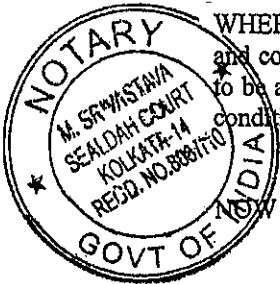
SMT. SIMA SAHA, wife of Sri Kamal Saha, by faith Hindu, by occupation Business, by nationality Indian, residing at 44/23, Shyamnagar Road, "Das Villa" Police Station Dum Dum, Kolkata - 700 055, hereinafter called and referred to as the "PARTNER" (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include her heirs, executors, legal representatives, administrators and assigns) of the FOURTH PART.

A N D

SRI SIBNATH NATH, son of Late Panchanan Nath, by faith Hindu, by occupation Business, by nationality Indian, resident of Vill. Bhatinda, P. O. & Police Station Rajarhat, District North 24 - Parganas, hereinafter called and referred to as the "PARTNER" (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his heirs, executors, legal representatives, administrators and assigns) of the FIFTH PART.

WHEREAS the Partners hereto have decided to start a Partnership business for carrying on business of Civil Construction and Development of landed properties.

WHEREAS in pursuance of mutual understanding and in consideration of mutual trust and confidence the parties hereto have in themselves the parties hereto do hereby agreed to be and continue as partners in the Partnership business upon and subject to the terms, conditions and stipulations hereinafter expressed.



NOW THIS DEED OF PARTNERSHIP WITNESSETH AS FOLLOWS:

1. That the name of the Partnership Firm shall be "K. S. UDYOG" as decided by all the partners mutually.
2. That the principal place of business shall be situated at Rajarhat, Bhatinda, School Road, Police Station Rajarhat, Kolkata - 700 135 and the same can be shifted to place / places and / or branch office / offices may be opened to such other place / places as the partners may determine mutually.
3. That the business of this partnership shall be that of promotion and development of real estate properties and the same shall be deemed to have commenced with effect from the date of execution of these presents.

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That initially the partners have contributed capital for the running of the firm as detailed below, which will be credited to their respective capital account.

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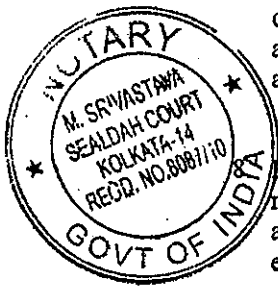


[ 4 ]

<u>SRI SAMPAD AICH</u>	-	Rs.1,00,000/-
<u>SMT. SIPRA AICH</u>	-	Rs.1,00,000/-
<u>SRI KAMAL SAHA</u>	-	Rs.1,00,000/-
<u>SMT. SIMA SAHA</u>	-	Rs.1,00,000/-
<u>SRI SIBNATH NATH</u>	-	Rs.1,00,000/-

That further capital may be introduced by the partners in future according to the necessity of the firm and such contribution shall be credited to the partner's respective capital account.

5. That the Profit & Loss including all financial liabilities of the partnership firm, notwithstanding anything contained in this deed, shall belong to and borne by the partners equally irrespective of their investment ratio.
6. Interest at the rate of 12% per annum or such other rates as may be prescribed under section 40 (b) (iv) of the Income Tax Act, 1961 or any other applicable as may be in force for the relevant accounting period, shall be payable by the firm on the amount standing to the credit of the partners' capital account at the end of each month.
7. All the Partners shall attend diligently to the business of the partnership and carry on the same for the greatest advantage of the Partners and the business. That for any silly matters the business of the firm will not be discontinued or disturbed by any of the Partners.



Proper books of accounts and documents, vouchers, papers etc. shall be kept and maintained to reflect the true and correct financial position of the firm and those are to be kept at the usual business place and be kept open to the inspection of each Partner or his authorized agent at all reasonable hours with power to take extracts and copies of the same. All moneys, incoming cheques and other securities belonging to the firm, except those required for current expenses shall be paid into or deposited with the bank. Proper entries to be made therein of all such transactions, receipts, payments and such other entries as are usually entered in books of account kept by persons engaged in concerns of same or similar nature.

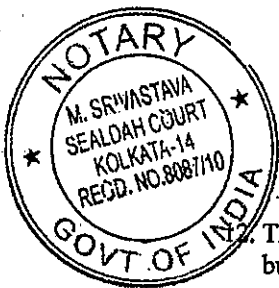
9. At the end of each accounting year a general account shall be taken and a statement of account shall be drawn by an experienced Accountant and signed by each of the partners. If necessary / required the books of account, statement of account etc. shall be audited by Auditor. That the annual accounts of the firm shall be prepared on 31<sup>st</sup> March every year and thus the accounting year of the firm will be the financial year.

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10. That the Bank Account or Accounts of the partnership firm shall be opened with any bank or banks depending on the convenience for operation and such account or accounts shall be operated solely by SRI KAMAL SAHA.
11. That all the partners shall be the working partners of the firm, and will be entitled to salary, remuneration and / or commission as per the conditions given hereunder.
- a) That total yearly remuneration payable to working partners shall be calculated at the maximum rate permissible under section 40 (b) of the Income Tax Act, 1961 or any other rate prescribed from time to time by the Finance Act in this regard.
  - b) For the purpose of above calculation 'Book Profit' shall be computed as defined in explanation 3 to section 40 (b) of the Income Tax Act, 1961 or any other applicable provisions in force.
  - c) That, above working partners shall not be entitled to draw any remuneration in the accounting period in which the firm has suffered loss on the basis of the income as computed under the provisions of the Income Tax Act, 1961 referred to in (b) above.
  - d) That partners will be entitled to a monthly salary of Rs.10,000/- per month and payment of salary, commission or remuneration as recorded in the books of account of the firm shall be deemed to be the consent of the partners hereto as specified and authorized by this clause of the partnership deed.
  - e) The remuneration payable to the partners shall be credited to their respective capital account at the close of the accounting period when final accounts of the firm shall fall due to them on determining the same in the manner referred to hereinbefore.



12. That the firm shall be entitled to raise loan and / or advance for the purpose of the business from any public sector bank, financial institution, government institution and / or private party / parties on such terms and conditions as mutually agreed upon by the partners specifically in this behalf, in writing.

13. That all the partners by mutual consent or by mutual agreement may also approve admission of new partner or partners with the introduction of capital, in the business of the firm as working partner or otherwise and on such admission new partner shall have to pay premium for goodwill as may be calculated by the firm. Such change in the constitution of the firm shall be attached as amendment to this instrument and shall be effective on signing by all the partners. New partners shall have claim only on their respective capital account. Such new partners are / would be entitled to draw their remuneration as may be agreed upon in writing. Only the near relatives and associates of the original Partners would be introduced as new partners.

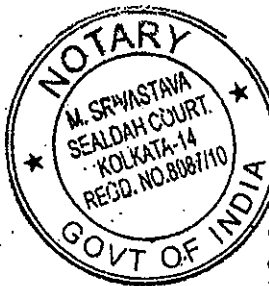
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14. That all the agreements and deeds or documents relating to the purchasing, acquiring and / or transferring of property, flats, units and spaces and all other spaces and constructed areas intending to be acquired or transferred by the firm would be executed solely by SRI KAMAL SAHA.
15. The Staffs, Thikadars, Sub-Contractors etc. to be kept, engaged and maintained shall be so engaged keeping in view the requirement and condition of the business and all appointments, dismissals, salaries and wages etc. of such persons shall be fixed by the partners jointly.
16. All licenses, permits, quotas and all acquisitions of immovable properties shall be in the name of the Partnership Firm and all rates, taxes, license fees and outgoings of the said business shall be paid or borne on account of the Partnership Firm.
17. The Partners shall enter into contracts, transaction on behalf of the firm and in the Firm's name.
18. The Partners may decide to add new business to the one of the present or may shift to new business if found reasonable and profitable.
19. That if any partner is willing to retire from the firm he / she may do so by giving two calendar month's notice in writing to other partners and in such event the remaining partners may carry on the business in any manner they like. The said retiring partner shall be entitled to the amount standing to his / her credit in the capital account after adjusting the profit or loss proportionate to the period from the commencement of the accounting year to the date of such retirement. Again if there is any due payable by the partner to the firm such amount shall be adjusted against the partner's total credit standing in the capital account. Total dues payable to such retiring partner shall be paid within three months from the date of such retirement. However, in case of shortage of readily available fund such dues may be converted as interest bearing loan by mutual consent of the retiring and existing partners and such interest rates may be fixed from time to time. Such change in the constitution of the firm shall be attached as amendment to this instrument and shall be effective on signing by all the partners.
20. That in case of death of any such partner if his / her legal heirs do not want to or not in a position to physically participate in the said business but desire and intent that the capital of the deceased partner be not withdrawn rather be utilized in the said business, in that event his / her legal heirs unanimously may appoint a representative (by executing registered general power of attorney) of their choice who will act on their behalf and participate in the said business.



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21. That in the case of death or becoming lunatic, insolvent or physically incapable of any party hereto or refusal or unwillingness of wife / son or legal heirs as mentioned in the foregoing clause hereof join the partnership then the rights and interests of the deceased or lunatic, insolvent or physically incapable party will be settled as provided herein.

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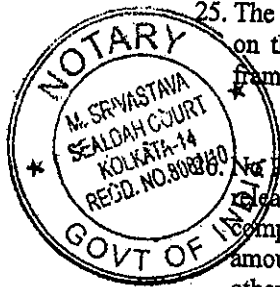
22. That each partner shall be entitled to lawfully do the following acts and things on behalf of the firm and the acts thereof would bind the firm:

- a) To carry on the partnership firm and execute all acts and deeds on behalf of the partnership.
- b) To employ, dismiss, promote or degrade any servant or employee of the firm as mutually agreed upon.
- c) To submit any dispute or difference of opinion in connection with or in relation to partnership activity to arbitration.
- d) To represent the firm before any government authorities, bank, sales tax and income tax authorities and to appoint agents or authorized representatives or attorneys and to fix their remuneration and to sign and execute agreements and other papers and documents necessary to carry on the business of the firm.

23. That the partners can add, change, modify or delete any terms and conditions by mutual consent in writing and such change shall form part of this instrument.

24. Each Partner shall punctually pay and discharge his / her present and future debts and liabilities and shall at all times indemnify and keep indemnified / keep free the other Partners and the firm effectually against the same and all actions, proceedings, costs, claims, damages thereto.

25. The Partners would be entitled to amend any clauses of this Partnership deed only on the point of the greatest advantage of the firm and its business within the framework of the Indian Partnership Act, 1932 or any amendments thereof.



No partner shall, without the consent in writing of the Partners for the time being, release or compound any claim or debt due or owing to the firm or otherwise compound or settle the same or diminish any security without receiving the full amount thereof, or lend any money or deliver on credit goods belonging to, or otherwise give credit on behalf of, the firm other than in the usual course of the business of the firm or institute suits or proceedings or make himself / herself liable as surety for any person or sell, transfer or assign or otherwise deal with either absolutely or by way of mortgage or declaration of trust, his share or interest in the firm or the profits and / or benefits thereof except in favour of another Partner or do, execute or perform or suffer to the contrary any act, deed or thing whereby the property of the firm may be exposed to the danger of being seized, attached or taken in execution.

27. That in the case of any dispute, doubt or difference arising between / amongst the partners during the continuance of the partnership firm or afterwards regarding the interpretation of the contents of this instrument as amended from time to time or regarding any matter or transaction of the firm, the same will be referred to the sole Arbitrator, Mr. Dipak Kumar Saha, Advocate and the award / judgment of the Arbitrator shall be final and binding upon the partners.

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Kolkata-700 014

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[ 8 ]



IN WITNESS whereof the parties hereto put their respective sign, seal and signature hereunto on the day, month and year first above written.

WITNESSES:

1. Sanyal S. Adv

Sampad Aich.  
Signature of the First Part

2.



Sipta Aich  
Signature of the Second Part

Drafted & prepared by:

Dipak Kumar Saha.

Komal Saha  
Signature of the Third Part

Dipak Kumar Saha  
Advocate  
High Court, Calcutta.

Sima Saha  
Signature of the Fourth Part

M. SRIVASTAVA  
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Signature of Execuant  
Attested on identification of  
Ld Advocate. S. Saha  
At Sealdah Court  
Kolkata-700014

Sibnath Nath  
Signature of the Fifth Part

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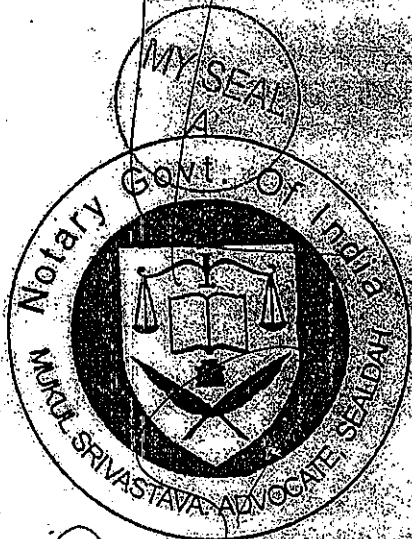
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THE 13th DAY OF Feb. 20 13

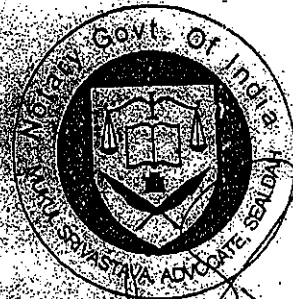
PAPER WRITINGS 'A'

&

THE RELATED  
NOTARIAL CERTIFICATE



M. SRIVASTAVA  
Notary Regn. No: 8087/10  
Govt. of India  
Sealdah Court  
Kolkata-700014



MUKUL SRIVASTAVA  
ADVOCATE

&

NOTARY  
Govt. of India  
Registration No. 8087/10

Sealdah Court  
Room No. 201

1, Beliaghata Road, Kolkata 700014

Chamber

19, Munshi Bazar Road  
Kolkata - 700015

Court : 033 - 2350 2726

Cham : 033 - 2360 9851

Mobile : +91 - 98316 04527

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