

# NOTARIAL CERTIFICATE

S. No. 16 20 17



TO ALL MEN THESE PRESENTS SHALL COME, I B. N. SAHA duly appointed and authorised by the Govt. of West Bengal to practice as a Notary, do hereby certify that the paper writings collectively marked 'A' annexed hereto hereinafter called the paper writings 'A' are presented before me by the executant(s).

*Prasanta Das of North Barndebpura  
Natarully Belgaria Post-56  
and others*

*in the matter of  
Partnership deed*

hereinafter referred  
executant(s) on this 18<sup>th</sup> Day of July Two thousand Seventeen

Under the execution of the paper writings 'A' on its being admitted by the respective signatories as the matters contained therein and being satisfied as to the identity of the executant(s) I have attested the execution.

AN ACT WHEREOF being required of Notary, I have granted. THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as needs or occasions shall or may required for the same.

IN FAITH AND TESTIMONY WHEREOF I the said Notary, have hereunto set and subscribed my name and affixed my seal of office on this 18<sup>th</sup> day of July 20 17



**B. N. SAHA**  
NOTARY  
Bikash Bhavan  
North Block, Gr. Floor  
Bidhannagar, Kolkata  
West Bengal

**B. N. SAHA**  
M.A., L.L.B.  
(Govt. of West Bengal)  
Regn. No. 23 / 02  
**BIKASH BHABAN**  
North Block, Gr. Floor  
Bidhannagar  
Kolkata - 700 091  
(W.B.) India  
Mob. : 9830490607

*18/7/2017*

18 JUL 2017



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL



PARTNERSHIP DEED



Y 197440

THIS DEED OF PARTNERSHIP MADE THIS DAY THE 1<sup>st</sup> April 2017 between 1) MISS NILA DEBI ( PAN NO. AOIPD2502C ) Daughter of Sri Kanu Priya Dalal aged about 45 Years by faith Hindu , by occupation Business resident of Rabindra Pally , Burdwan, Pin – 713101 hereinafter referred to PARTY OF THE FIRST PART 2 ) SRI PRASANTA DAS Son of late Gobinda Chandra Das aged about 45 Years, by faith Hindu, by occupation Business, ( PAN NO. AXSPD5786F ) resident of North Basudebpur , Natun Pally, Belgharia, Kolkata – 700 056 hereinafter referred to PARTY OF THE SECOND PART , 3 ) SRI SWARNAJYOTI ROY( PAN NO. AHQPR0216C ) Son of Sri Narayan Chandra Roy , Aged about 52 years, by faith Hindu , by occupation Business , Resident of BD - 1/6, Deshbandhu Nagar. P.O Deshbandhu Nagar ,Dist. North 24 Pgs P.S Baguiati , Kolkata – 700 059 hereinafter referred to PARTY OF THE THIRD PART 4 ) SRI MRINAL KANTI DAS ( BSLPD0961K) Son of late Nani Gopal Das aged about 53 Years, by faith Hindu, by occupation Business. Resident of AC - 11, Deshbandhu Nagar. P.O Deshbandhu Nagar ,Dist. North 24 Pgs P.S Baguiati , Kolkata – 700 059 hereinafter referred to PARTY OF THE FOURTH PART

৩১৪৭

17-7-17 100/

নং

২১২

ক্রেতার নাম

Red wood. Assorally  
BD-116 D. B. Nagen  
24 hrs. (N)

ষ্টাম্প ডেডার স্বাক্ষর

বিধান নগর (সল্টলেক সিটি) এ. ডি. এন. আর. এ.

মোট ষ্টাম্প ক্রয় তাং

চালান নং মোট কত টাকা খরচ

টাকারী বারাকপুর জেডার মিতা দত্ত

28 JUN 2017

340000





WHEREAS the aforesaid partners have been carrying on a Co - partnership business as a Govt. Contractor or area development work as well as construction of building , Architectural consultant etc. etc. From the 1st day of April - 2016 under the trade name "**RED WOOD ASSOCIATES**" at BD - 1/6, Deshbandhu Nagar, P.O Deshbandhu Nagar ,Dist. North 24 Pgs P.S Baguiati , Kolkata - 700 059.

AND WHEREAS for better and efficient management and for the smooth running of the business of the Co - partnership and to avoid any future disputes and differences between them , the partners hereto thought it fit and proper to reduce the terms and conditions of this Co - partnership in writing and in due form of law.

NOW THIS INDENTURE WITNESSETH

1. That the name and style of this Co - partnership business shall be "**RED WOOD ASSOCIATES**".
2. That the firm shall be deemed of business of the firm be at BD - 1/6, Deshbandhu Nagar, P.O Deshbandhu Nagar ,Dist. North 24 Pgs P.S Baguiati , Kolkata - 700 059 but the parties hereto on their mutual consent and agreement may change the principal place of business and open or close branch / branches any where else.
3. That the business of the firm shall be execution of Govt. & Semi Government contracts and acting as general order suppliers , Developing rural, urban and metropolitan areas, to promote building & Architectural consultant etc. etc as well as the firm may embark upon any new line of trade upon mutual consent and agreement between them as and when they decide to .
4. That the partners hereto shall contribute such sum of money as reflected in the books of Accounts of the firm towards the capital of the partnership as may be mutually agreed upon. According to the need of the business the parties hereto may contribute further capital or in urgent necessity may take loan from reputed banks. Govt. Semi Govt. Departments, Financial Institutions or from outsiders at a reasonable rate of interest but top priority shall be given to repay such loans and for the purpose of obtaining such loans , the parties hereto shall either jointly or severally execute such documents as will be necessary and the same will be binding on the firm.
5. That the net profit or loss or unabsorbed depreciation shall be computed after deducting all business expenses , depreciation etc. ( including interest on capital and working partner's remuneration in accordance with the terms and conditions of this Deed ) and the parties hereto shall participate in the PROFIT AND LOSS of the partnership as ascertained from year to year as follows.

B. N. SAHA  
NOTARY  
62, Chh Bhawan  
North Block, Gr. Floor  
Bidhanagar, Kolkata  
West Bengal

- |    |               |      |
|----|---------------|------|
| 1. | FIRST PART -- | 30 % |
| 2. | SECOND PART - | 30 % |

18 JUL 2017



3. THIRD PART - 30 %

4. FOURTH PART - 10 %



6. That the Accounting year of the firm shall be the financial year i.e on 31<sup>st</sup> March in every year , the books of accounts of the firm shall be enclosed.

7. That it is hereby agreed amongst the partners i.e Prasanta Das, Nila Debi, Swarnajyoti Roy & Mrinal Kani Das are working partners devoted to the conductance of the business of the firm and in consideration for their active involvement , shall be entitled to remuneration at the end of each accounting year and the same shall be equal to the sum as computed in accordance with the method of computation as laid down in sub- clause ( v ) ( 2 ) of clause ( b ) of section 40 of the I.T Act 1961 , as per finance Act 1992 equally , and the same shall be credited to their respective Capital Accounts at the close of the accounting year.

I) Provided that if there is any amendment in the method of computation laid down in sub- clause ( v ) ( 2 ) of clause ( b ) of section 40 , the same shall also be submitted accordingly in this Deed of Partnership with effect from the date of such amendment until and otherwise decided by the parties hereto.

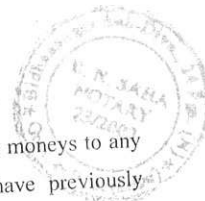
II) Regarding interest on partners capital account it is agreed amongst the partners that a simple interest @18% p.a shall be payable to all the partners on the amount standing to their credit and such interest shall be calculated and credited to the account of each partner at the close of the accounting year as laid down in 40(b)(iv) of the I.T Act 1961, amendment by Finance Act 1992.

8. That the proper account shall be kept of all money received and paid , or contracts entered into , business transacted and other matter or which accounts ought to be kept in the accounting House at the said place of business for inspection of the partners who be at liability to copy or make extracts from the same .

9. That the partners shall be just and faithful each to the others in all dealings and transactions of this Co - partnership business and shall not do or suffer anything which shall be prejudicial to the commercial reputation of the firm . It is hereby made absolutely clear that none of the parties individually shall carry on any business whether on the same line of trade or not of the firm at the principal place of business of the firm and in any of its branch or branches if agreed.

S. N. SAHA  
NOTARY  
Bhaskar Bhawan  
Vasta Block, Cr. Road  
Jharkhand, India  
West Bengal

18 JUL 2017



10. That none of the partners shall give credit or lend any of the partnership moneys to any person firm or company whom the other partner / partners shall have previously forbidden him / them to trust or give any bill, note or security or contract any debt on account of the said partnership except in the usual or regular course of business and for the benefit thereof or become bail or surety or enter into gaming transactions or knowingly or willfully do, commit or permit any act matter to thing which shall be detrimental to the interest of the firm.
12. That on the event of opening of Bank Accounts the same shall be opened in the firm name and shall be operated by any three of the partners.
13. That the partners hereto may withdraw such sum as may be agreed amongst them for their personal expenses and all such drawings shall be adjusted at the end of the accounting year in their respective Capital Account.
14. That the Licenses, permits or dealership and distributorship of the firm shall stand either in the firm name or in the name of the partner / partners either jointly or severally.
15. That no Partner shall without the consent of the others sell, assign, mortgage or otherwise part with his share or interest in the said partnership business or directly or indirectly carry on or be engaged or interested in the similar trade or business of the firm in the principal place of business.
16. That the partnership shall be "AT WILL"
17. That the firm shall not be dissolved either by death or retirement of any partner. On the event of death of a partner his / her share vest into the hands of his / her legal heirs or the nominee as the case may be but on the event of retirement of a partner, the existing partners shall carry on the continue the business as a going concern either themselves or by including new partners. The retirement the retiring partner shall only be entitled the sum standing to his / her credit after adjustment of profits & losses interest on Capital, working partners remuneration etc. as on the date of retirement, and he / she may withdraw the entire sum forth with or in installment as may be settled amongst the partners.

✓  
B. N. SAHA  
NOTARY  
Bikash Bhunia  
North Block, 6th Floor  
Bidhannagar, Kolkata  
West Ben-18.

That any of the partners shall be competent to do any lawful act on behalf of the firm.

18 JUL 2017



19. That on the event of any dispute and differences which may arise amongst the parties hereto the matter shall be referred to Arbitrator mutually agreed by the parties hereto whose decision in the matter shall be final and binding upon all the partners. In all other matters this Co – partnership shall be governed by the Indian Partnership Act 1932.

20. That the parties hereto reserve the right to amend , vary , alter substitute or delete any of the clauses of this Indenture .

In witnesseth whereof we the said parties have hereunto set our respective hands on the day , month and year above written.

WITNESSES:

*Biswajit Das*  
*Nalwa Para*

EXECUTANTS:

1. *Nila Debi*  
( Nila Debi / First Part )

2. *Prasanta Das*  
( Sri Prasanta Das / Second Part )

3. *Swarnajyoti Roy*  
( Sri Swarnajyoti Roy / Third Part )

4. *Mrinal Kanti Das*  
( Sri Mrinal Kanti Das / Fourth Part )

B. N. SAHA  
NOTARY  
Bikash Bhawan  
North Block, Gr. Floor  
Bidhanagar, Kolkata  
West Bengal

Signature of

B. N. SAHA  
NOTARY  
Reg. No. 23/2007

18 JUL 2017

11 8 JUL 2017

Date

Day of

20



In the Matter of :  
Instrument 'A'  
and  
In the Matter of

**NOTARIAL CERTIFICATE**



**B. N. SAHA**

M.A., L.L.B.

(Govt. of West Bengal)

Regn. No. 23 / 02

BIKASH BHABAN

North Block, Gr. Floor

Bidhannagar

Kolkata - 700 091

(W.B.) India

Mob. : 9830490607