

SL. NO. 90 DT. 15 JUN 2012

# NOTARIAL CERTIFICATE

TO ALL TO WHOM these presents shall come, I, ANNADA CHARAN BARIK, practising as a Notary in the District of Hooghly, 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 Writings "A" are presented before me be the executant/s. **ANNEXURE - "A"**

## DEED OF PARTNERSHIP

"MAHA NEER NIRMAN"  
Parties: SRI MITHUN BANDOPADHYAY,  
SRI PULAK ROY  
SHADRABAI, UTTARPARA  
HOOGHLY W.B.

hereinafter referred to as the "executant (S) on this 15TH day of June in the year two Thousand Twelve

The "executant (S) having admitted the execution of the paper Writings "A" in respective hand(S) in presence of the witness (es) who as such, subscribe(S) signature(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" & testify that the said execution is in the respective(s) the executant(s)

IN FAITH AND TESTIMONY WHEREOF, I, the said Notary, have hereunto subscribed my name and affixed my seal of office this

15TH day of June 2012



Govt. of W. Bengal  
Regd. No.- 72/ 2002  
Serampore Court  
Serampore, Hooghly

15 JUN 2012

*A. C. Barik*

**A. C. Barik**

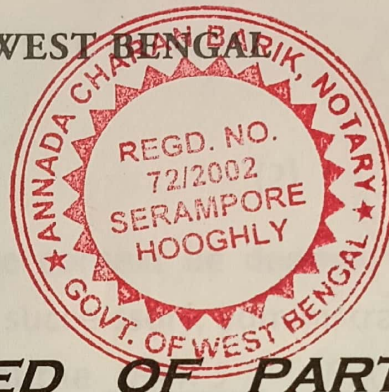
**Notary**  
Govt. of West Bengal (INDIA)  
Serampore Court, Hooghly  
Regd. No. 72/2002



प्रतिपक्ष पश्चिम बंगाल WEST BENGAL



M 176098



**DEED OF PARTNERSHIP**

ANNEXURE - "A"

REGD. NO. 72/2002  
SERAMPORE COURT, HOOGHLY  
A. C. BARIK, NOTARY  
W.B. (INDIA)

REGD. NO. 72/2002  
SERAMPORE COURT, HOOGHLY  
A. C. BARIK, NOTARY  
W.B. (INDIA)

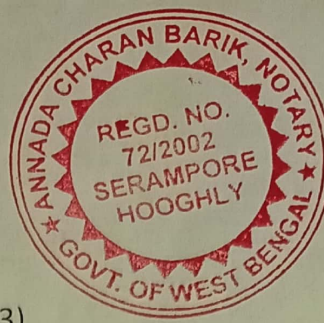
THIS DEED OF PARTNERSHIP is made on this 14th day of June, two thousand twelve, B E T W E E N SRI MITHUN BANDYOPADHYAY, son of Sri Dhrubesh Banerjee, by religion-Hindu, by occupation-Business, by nationality-Indian, residing at 11, K.C.M Sarani, P.O. Bhadrakali, P.S. Uttarpara, District-Hooghly, Pin: 712232, W.B hereinafter called the "FIRST PARTNER" (which term or expression shall unless excluded by or

Mithun Bandyopadhyay

Contd.....P/2

✓ Pulak Roy

A. C. BARIK  
Notary  
Govt. of W. Bengal  
Regd. No.- 72/ 2002  
Serampore Court  
Serampore, Hooghly  
15 JUN 2012



(3)

Whereas the expression parties hereto of the First and Second Parts have started a Partnership Business in Developer & General Order Supply under the trade name and style of "MAHA NEER NIRMAN" having its address at 158, Kabi Kiran Dhan Road, P.O. Bhadrakali, P.S. Uttarpara, District- Hooghly, Pin: 712232, W.B.

And Whereas in order to avoid any disputes and misunderstanding in future, the parties have thought fit and proper to reduce the terms and conditions of the Partnership in writing.

:: NOW THIS INDENTURE WITNESSES AS FOLLOWS ::

1. Name :

That the Firm's name shall be "MAHA NEER NIRMAN".

2. Principal place of Business :

Principal place of Business shall be at 158, Kabi Kiran Dhan Road, P.O. Bhadrakali, P.S. Uttarpara, District- Hooghly, Pin: 712232, W.B. and any other place or places which the partners shall deem fit and proper from time to time.

3. Scope of Business :

The Principal Business shall be Develop & General Order Supply or any other business which the above named partners shall deem fit and proper from time to time.

4. Capital :

That the Capital of the said Partnership business shall be invested amongst the partners on the following manner :-


- i) First Partner ..... Rs. 5,00,000.00  
ii) Second Partner ..... Rs. 5,00,000.00

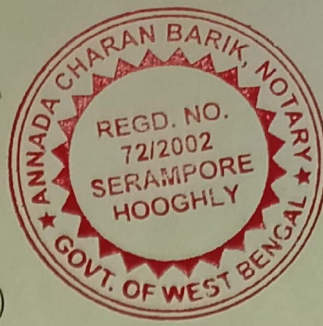
✓ Mithun Banerjee

✓ Prilax Ray

Contd.....P/4

ANNEXURE - "A"

  
A.C. BARIK  
Notary  
Govt. of W. Bengal  
Regd. No.- 72/ 2002  
Serampore Court  
Serampore, Hooghly  
15 JUN 2012



(4)

Further they may be invested from time to time as and when required.

5. Profit & Loss sharing ratio :

After meeting all the outstanding on behalf of the said business the above named partners will get on the following proportionate ratio :

- |     |                |       |     |
|-----|----------------|-------|-----|
| i)  | First Partner  | ..... | 50% |
| ii) | Second Partner | ..... | 50% |

6. Drawings :

Partners may draw the money shall not exceed of Rs. 5,000/- per month or if any requirements further more than that will be introduced as per negotiation.

7. Interest on Capital :

That the Partners are entitled to get interest on capital @18% per annum or any other provisions shall be imposed by the Income Tax Act. 1961.

8. Salary to Partners :

That the Partners are entitled to get salary on the following manner :-

- |     |                |       |                       |
|-----|----------------|-------|-----------------------|
| i)  | First Partner  | ..... | Rs. 2,000/- per month |
| ii) | Second Partner | ..... | Rs. 2,000/- per month |

The Partners may be entitled to get any increase or decrease

✓ Mithu Bandyopadhyay

Contd.....P/5

✓ Pulak Ray

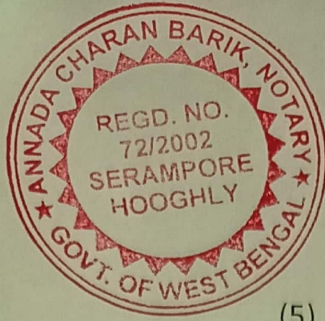
ANNEXURE - "A"

A C BARIK  
Notary

Govt. of W. Bengal  
Regd. No.- 72/ 2002  
Serampore Court  
Serampore, Hooghly

15 JUN 2012





(5)

salary as per the provision of Partnership Act and Income Tax Act. 1961.

9. Commission to Partners :

That the above named Partners are entitled to get Commission on sales/purchase/order secured as Commercial rates, as per their trade practice or be entitled to get other commission in respect of the said business as per the provision of Partnership Act and Income Tax Act.

10. Accounting year :

The firm shall follow accounting year commencing from 1<sup>st</sup> day of April and ending on 31<sup>st</sup> day of March, next year. However the, first accounting period shall be for the period from 14<sup>th</sup> day of June, 2012 to 31<sup>st</sup> day of March, 2013.

11. Accounts :

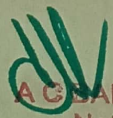
That the proper books of accounts shall be maintained regularly and kept at its registered office to have free access and extracts the

12. Bankings :

That the Bank Account shall be opened in any Nationalized Bank, Co-operative Bank, Private Bank etc. and shall be operated by both partners.

13. Obligations :

That any of the partners shall devote time and attention to the business in the greatest common advantage be just faithful to each other, render true accounts and full information of things affecting the business.

  
A C BARIK  
Notary

Govt. of W. Bengal  
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Serampore Court  
Serampore, Hooghly

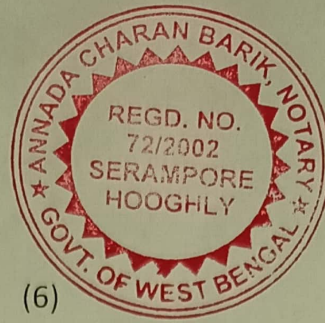
15 JUN 2012

✓ Mithun Banerjee

✓ Pulak Ray

Contd.....P/6





(6)

14. Retirement :-

The retiring partner shall give three months clear notice and within such period, the assets and liabilities of the business shall be valued as per terms of this deed and paid to outgoing partner out of the firm's assets. The retiring partner shall clothe the continuing partner in engagements of the firm, realizing the outgoings, discharge of payments received and to do all acts which without the con-currence of the retiring partner could be done by partnership. The retiring partner shall not use firm's name or solicit any of its customers nor carry any similar business. The remaining partner/s will be at liberty to continue business under the same firm's name, either as Proprietorship or Partnership.

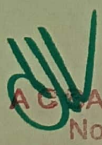
ANNEXURE - "A"

15. Death :

On death of a partner, the remaining partner shall clear his dues and pay to his legal heir/s. If his legal heir/s intends to join as a Partner in the business he shall be admitted upon consent of the other partner and his share shall be fixed as agreed by the another partner. It is further stated that if the legal heirs of the death partner can not involve the said business than he shall have no right to sale his proportionate share to any of the third party, on the contrary he may be entitled to sale his share amongst the existing partner.

16. Goodwill :

On retirement or death of a partner the good will of the firm shall be valued at three years purchase of average net profit of the three preceding years.

  
ANNADA CHARAN BARIK  
Notary

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Serampore, Hooghly

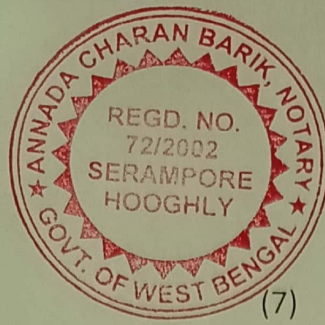
15 JUN 2012

✓ Mithun Bandyopadhyay

✓ Suleen Ray

Contd....P/7





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17. Arbitration :

All disputes/questions regarding partnership or this deed shall be referred to by appointing two Arbitrators, if upon disagreement an Umpire appointed by Arbitrator shall settle the dispute/answer the question.

18. Notice :

Notice to partners shall be addressed to principal place of business or last known place or residence by registered cover.

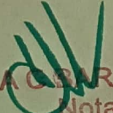
19. Others :

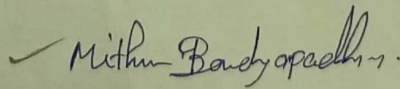
- (a) New partners cannot be admitted without unanimous consent of both the partners ;
- (b) This Partnership shall be continue 'At Will' basis ;

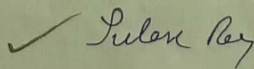
20. Other provisions :

That the said Partnership firm shall have every right to convert as a Limited Company in future ;

That the said Partnership Firm shall have every right to take any loan from any Nationalized Bank or any Private Financial Institute.

  
ANNADA CHARAN BARIK  
Notary  
Govt. of W. Bengal  
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Serampore Court  
Serampore, Hooghly

  
Mithun Banerjee

  
Pulok Roy

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(8)

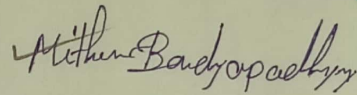
IN WITNESSES WHEREOF the above named Partners herein have hereunto set and subscribed their respective signature on the day, month and year first above written.

Signed and delivered :

In the presence of

Witnesses :-

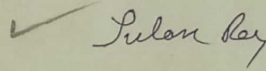
1. Sumanta Das  
Uttarpara, Hooghly

  
Signature of First Partner

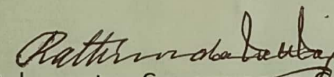


REGD. NO. 72/2002  
SERAMPORE COURT, HOOGHLY  
ANNADA CHARAN BARIK, NOTARY  
GOVT. OF WEST BENGAL (INDIA)

2. Anisban Banik  
Uttarpara, Hooghly

  
Signature of Second Partner

Drafted by me :-

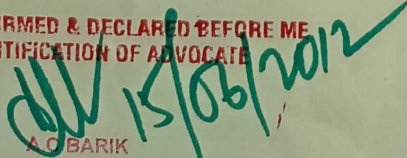
  
Advocate, Serampore Court.  
RATHI NATH NAG  
Advocate  
Serampore Court, Hooghly  
Computer Composed by :-

Tapan Talukdar  
(Tapan Talukdar)



REGD. NO. 72/2002  
SERAMPORE COURT, HOOGHLY  
ANNADA CHARAN BARIK, NOTARY  
GOVT. OF WEST BENGAL (INDIA)

SOLEMNLY AFFIRMED & DECLARED BEFORE ME  
ON IDENTIFICATION OF ADVOCATE

  
ANNADA CHARAN BARIK  
Notary, Govt. of West Bengal (India)  
Regd. No. 72/2002, Serampore Court  
Serampore, Hooghly

15 JUN 2012

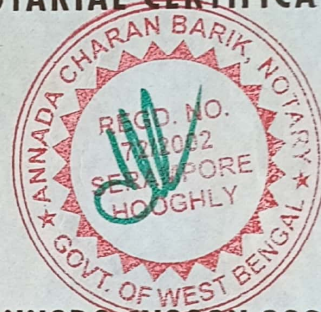
ANNEXURE - "A"

**NOTARIAL CERTIFICATE**

15 JUN 2012  
DATED \_\_\_\_\_ DAY OF \_\_\_\_\_ 201



**In the Matter of :  
Instrument 'A'  
and  
in the Matter of :  
NOTARIAL CERTIFICATE**



**ANNADA CHARAN BARIK  
Advocate  
&  
Notary Public  
of Serampore Court  
Dist. : Hooghly  
West Bengal  
INDIA**

**Professional Address :**

**32/3, Shibtala Street  
P.O :- Bhadrakali,  
Dist :- Hooghly  
Phone :- 2694-0553 (R)  
Mobile: 94337 74938  
91431 01885**