

khetr

# NOTARIAL CERTIFICATE

S. No. 28 2017



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).

BINOY GAYEN son of Bipul Gayen of New Town, Gouranga Nagar, Ghuni, P.S. New Town, P.O. Gouranganagar, 24 Parganas (N), West Bengal, Kolkata 700059 AND ORS.

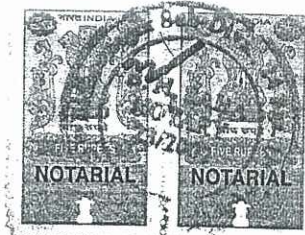
IN THE MATTER OF  
PARTNERSHIP DEED

as the executant(s) on this 31st Day of August hereinafter referred to as Two thousand 2017

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 identify 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 31st day of August 2017

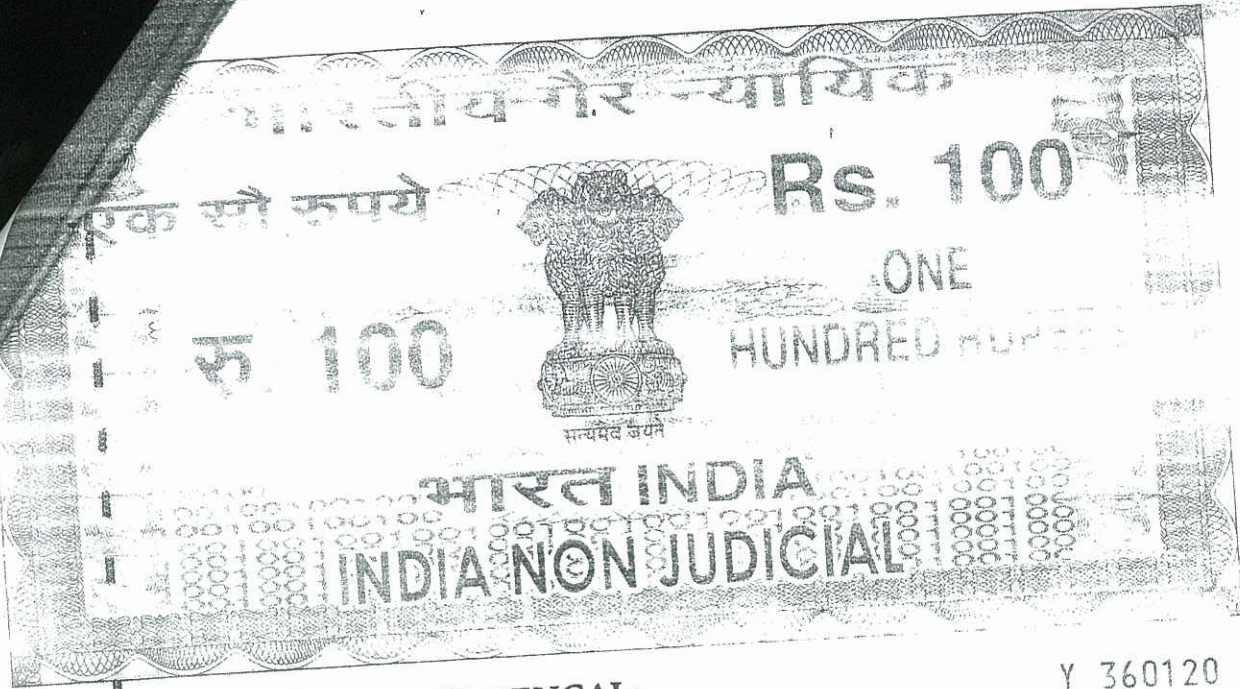


**B. N. SAHA**  
NOTARY  
Bikash Bhawan  
North Block, Gr. Floor  
Bidhannagar, Kolkata  
West Bengal

*31/8/2017*  
**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

31 AUG 2017





पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

Y 360120



PARTNERSHIP DEED

This deed of partnership is made on this 31<sup>st</sup> Day of AUG 2017 between:

1. Binoy Gayen Son of Bipul Gayen, residing at New Town, Gouranga Nagar, Ghuni, P.S- New Town, P.O- Gouranga Nagar, 24 Pgs (N) West Bengal - 700059. Hereinafter referred to as first party.
2. Aniruddha Sinha, Son of Ashutosh Sinha, residing at 24/3 Jadunath Ukil Road, Paschim Putiari, P.S- Haridevpur, P.O- West Putiari. West Bengal - 700041. Hereinafter referred to as second Party.

**B. N. SAHA**  
**NOTARY**  
Bikash Bhawan  
North Block, Ct. Road  
Bidhannagar, Kolkata  
West Bengal

**GAYEN CONSTRUCTION**  
*Binoy Gayen*  
Partner

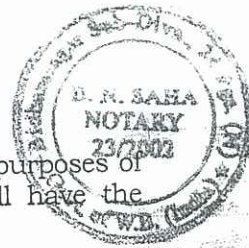
**GAYEN CONSTRUCTION**  
*Aniruddha Sinha*  
Partner

31 AUG 2017

Bidhannagar,  
West Bengal

31 AUG 2017





Cheques drawn for amounts, bills and other documents for the purposes of the firm shall be signed by both of the partners, both partner shall have the authority to sign all cheques jointly in the name of the firm.

- 9) The profits and losses shall belongs to and be borne by the partners in 35:65 Profit sharing ratio.
- 10) In the event of any increase in the capital agreed upon by the majority or unanimously by the partners such additional capital unless otherwise agreed, shall be continued by equal share.
- 11) Both the parties shall attend diligently to the business of the partnership and carry on the same for greatest advantage of the partners.
- 12) The partners shall keep and maintain proper books of account the books of account securities, vouchers etc. Shall be kept the palace of the business and be open to the inspection of each partner or her agent at all reasonable time with power to take copies.
- 13) On the 31<sup>st</sup> day of March and on that day of every succeeding year during the continuance of the partnership a general account of the preceding year shall be taken and a just valuation made of all the assets and liabilities of the firm, such general account shall be audited by such registered accountant as the partners shall from time to time mutually appoint and, shall be entered in a book and signed by both the partners and when so signed the entries in such book shall be binding on both provided that if within 3(three) months from the date of signing of the book any manifest error shall be found therein, such error shall be rectified.
- 14) The firm shall not stand dissolved upon death, retirement or insolvency of any partner but upon dissolution in other cases it shall be would up and liabilities dealt with in accordance with the permissions of the Indian Partnership Act.
- 15) If any partner infringes any one of the clauses hereunder or become insane or is adjudicated on insolvent, the other partner may forth with determine the partnership by notice in writing and may thenceforth continue the business alone vernacular newspaper and also inform the register of firms in writing.
- 16) All notice required to be given to either partner hereunder shall be deemed

GAYEN CONSTRUCTION  
*Brij Cooper*  
Partner

GAYEN CONSTRUCTION  
*Andruchina Saha*

B. N. SAHA  
NOTARY



THIS PARTNERSHIP WITNESSES AS FOLLOWS:



The parties here to shall carry on business in Construction ( Promoter (Developer) under the name and style of "GAYEN CONSTRUCTION" at name with effect from 31.08.2017 to take over the assets and liabilities of " Gayen Construction" a proprietorship firm represented by Binoy Gayen until the expiration of 3 month notice in writing to determine the partnership left by either part for the other at the place of Business of the Firm, at any time after the 31.08.2017 subject to the terms and conditions hereunder contained and subject to such change in the constitution of the Firm, if any hereafter effected by addition, withdrawal retirement or expulsion of partner or partners.

2) Within Five Years from the commencement of the business the firm shall be registered both under the Indian partnership Act as also under the Indian Tax Act and the rules prescribed under both the status shall be applicable to the firm.

3) The business of the firm shall at present be carried on at 68/118. Amarpally Jessore Road Kolkata-700074 P.O- Motijheel, P.S- Dum Dum, Kolkata- 700074. name and or such other places as the partners may hereafter from time to time determine.

4) The capital of the Firm shall presently consists of a sum of Rs. 50,00,000/- (Rupees Fifty Lacs) only to be contributed by the partners in (Aniruddha Sinha) 35:65 ( Binoy Gayen) ratio and shall be paid soon after the execution of these presents. Each partners shall be entitled to Interest at the rate of 12% per annum on the capital standing to credit in the books of the Firm to be paid at the first instance out of the gross profit except when the firm suffers any loss, such interest being cumulative the deficiency for one year will be made up out of the profit for the succeeding year or years. At present all RS 42,00,000 shall be transferred to respective capital account and Rs 8,00,000 shall be contributed by Binoy Gayen as required.

5) If any partner is made to advance any further money or money's over and above the proportion of capital agreed to be contributed by him to meet emergent expenses on behalf of the Firm or shall choose to leave his share of net profit undrawn at any annual general accounting, He will also be entitled to interest thereon at the rate of 12% per annum unless required by the other partner or partners to withdraw the same in which event the interest shall cease to accure.

6) All outgoings and expenses of the firm shall be paid out of the capital and profit of the business and in case of deficiency by the partners in equal shares.

7) The Bankers of the firm shall be any nationalised bank or such other bankers as the partners shall from time to time mutually agree upon and all money's cheques and other securities belonging to the firm except those required for current expenses shall be paid into or deposited with the said bank.

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

**GAYEN CONSTRUCTION**  
*Binoy Gayen*  
Partner

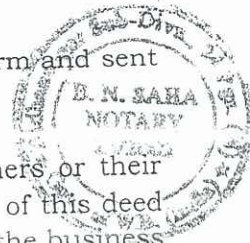
**CONSTRUCTION**  
*Aniruddha Sinha*  
Partner

31 AUG 2017





uly served if addressed to such partner at the office of the firm and sent  
tered post.



7) Any dispute or difference which may arise between the partners, or their  
representatives with regard to the constitution meaning and effect of this deed  
or any part there of or respecting the accounts, profits or losses of the business  
or the rights and liabilities of the partners under this deed or the dissolution or  
winding up of the business or any other matter relating to the firm, shall be  
referred to arbitration if the parties in disputes so agree, otherwise to two or  
more arbitrations, according to the number of the partners of the firm one to be  
nominated by each party or her representatives and in case of difference of  
opinion between them, by the umpire selected by them at the commencement  
of the reference and this clause shall be deemed to be a submission within the  
meaning of the Arbitration and Conciliation Act 1996 including its statutory  
modification and re-enactment.

In witness whereof, this deed of partnership is signed sealed and delivered.  
This the day of 31<sup>st</sup> AUGUST, 2017 at Kolkata (West Bengal).

WITNESSES:

1. *সুবল মল্লিক*  
*শ্রীতা - সুবল মল্লিক*

2. *Pantu Seng*  
*Rabindra Nath Seng*  
*P-92 Prozati Pally - Kol-89*

PARTNERS:

1.  
(FIRST PARTY)

GAYEN CONSTRUCTION  
*Bijoy Ojha*  
Partner

2.  
(SECOND PARTY)

GAYEN CONSTRUCTION  
*Anand Chandra Sengupta*  
Partner

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

Signature Attested by  
me on Identification

B. N. SAHA  
NOTARY

31 AUG 2017