

S.L. No. 801 25 Feb of 2019

**MADHU CHHANDA BHATTACHARYYA**  
**NOTARY**

Residential Address :  
15C, Crematorium St.  
KOLKATA - 700 014  
☎ : 2284-8298 (Fixed)

Govt. of West Bengal  
Registration No. : 88/07  
Office : SEALDAH COURT  
Room No. : 101 (1st Floor)

**Notarial Certificate**

TO ALL WHOM THESE PRESENTS SHALL COME, I THE SAID MADHU CHHANDA BHATTACHARYYA appointed by the government of West Bengal as NOTARY being authorized to practice as such 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 writings collectively marked 'A' annexed hereto, hereinafter called the paper Writings 'A' are presented before me by the Expectant(s)

Deeds of purchase

My Name not given  
"Enshane Properties"  
of 40/1c B. P. Road  
P. S. Sinthe P. O. 50

M.C. BHATTACHARYYA  
NOTARY  
Govt. of W.B.  
Regn. No. 88/07  
KOLKATA

25 FEB 2019

herein after referred to as the "expectant(s)" on this, the 25th day of Feb Two thousand 19

The expectant(s) having admitted the execution of the "PAPER WRITINGS 'A'" in respective hand(s) in the presence of the witness, who at such, subscribe(s) Signature(s) thereon, and being satisfied as to the identity of the Expectant(s) and the said execution of the "PAPER WRITINGS 'A'" and satisfy that the said execution is in the respective hand(s) of the expectant(s)

AN ACT WHEREOF 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 WITNESS AND TESTIMONY WHEREOF I, the said NOTARY, 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 the 25th day of Feb two thousand 19

al  
**MADHU CHHANDA BHATTACHARYYA**  
**NOTARY**

25 FEB 2019

25 FEB 2019



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AA 286336



DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made on this the 25<sup>th</sup> day of February, Two Thousand Nineteen AMONGST SRI RANJAN SAHA, (PAN- ALMPS4512L), son of Sri Ratish Chandra Saha, by faith Hindu, by occupation Business, by nationality Indian, resident of 74, Desha Priya Nagar Colony, P.O. Sinthi, Police Station Baranagar, Kolkata – 700 050, Dist. North 24 – Parganas, hereinafter called 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.

M.C. BHATTACHARYYA  
NOTARY  
GOVT. OF W.B.  
Regn. No. 88107  
KOLKATA

25 FEB 2019

ক্রমিক নং 4109 তারিখ 21-02-19.

মূল্য :- 100/-

ক্রেতা :- Ginkam Properties.

ঠিকানা :- 48/10 B.L. Rd - 781-50

ভেঙার :- Romjit Pan

লাইসেন্স প্রাপ্ত কলিকতা  
কালিপুর দফতর কলিকতা

ভেঙার :- কলিকতা পাল

প্রেরিত নাম :- ব্যাংক

টি ডি নং :- 15

ব্যাংক পরিচালক কর্তৃক

ও টি. ডি. নং কোট কলিকতা

ব্যাংক পরিচালক কর্তৃক

15 FEB 2019  
400000



भारतीय गैर न्यायिक

पचास  
रुपये

रु. 50

FIFTY  
RUPEES

Rs. 50

INDIA

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL



A N D

SRI KIRITI BHUSAN BANERJEE, (PAN-APGPB2277R), son of Late Kantilal Banerjee, by faith Hindu, by occupation Business, by nationality Indian, residing at 1, Kali Charan Ghosh Road, P.O. Sinthi, Police Station Baranagar, Kolkata - 700 050, Dist. North 24 - Parganas, hereinafter called 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 SECOND PART.

M.C. BHATTACHARYYA  
NOTARY  
Govt. of W.B.  
Regn. No. 88/07  
KOLKATA

25 FEB 2019

ক্রমিক নং ৭১১০ তারিখ ২১-০২-১৭.

মূল্য :- ৬০/-

শ্রেণী :- High Level Supportive

বিভাগ :- ৭৪/১ A.T. ০২.২৫১-০০

ভেণ্ডার :- Ranjita Paul

নাইসেজ প্রাপ্ত  
কামিশ্বুর দপ্তর

ভেণ্ডারের ঠিকানা

ভেণ্ডারের নাম :-

ঠিকানা :-

স্ট্যাম্প খরচের অতিরিক্ত

১ টি. ডি. নং

কামিশ্বুর দপ্তর

18 FEB 2019  
290000

SRINARI



SRI NARU ROY, (PAN- ADVPR0671G), son of Late Parsha Nath Roy, by faith Hindu, by occupation Business, by nationality Indian, residing at 18, Rabindra Nath Tagore Road, Police Station Dum Dum, Kolkata - 700 077, Dist. North 24 - Parganas, hereinafter called 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 THIRD 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 agreed to be and continue as partners in the Partnership business upon and subject to the terms, conditions and stipulations hereinafter expressed.

1. That the name of the Partnership Firm shall be "GRIHAM PROPERTIES" as decided by all the partners mutually.
2. That the principal place of business will be situated at 48/1C, B. T. Road, P.O. & Police Station Sinthi, Kolkata - 700 050. If necessary the office can be shifted to any other place or places and that one or more branch office or offices may be opened at such place / places as the partners may determine mutually, and the firm may run the partnership business from the said address.
3. That the Partnership hereby formed shall be deemed to have commenced with effect from the date of execution of this deed and it shall subsist and continue until and unless determined by mutual consent or in any other manner hereinafter provided or by implication of law.

M.C. BHATTACHARYYA  
NOTARY  
Govt. of W.B.  
Regn. No. 88/07  
KOLKATA

25 FEB 2019



4. That the nature of business of the partnership shall be Civil Construction and Development of landed properties at different locations.
5. That initially the partners shall contribute capital, for the running of the firm, in the manner detailed below and it will be credited to their respective capital account.

SRI RANJAN SAHA	-	Rs.4,50,000/-
SRI KIRITI BHUSAN BANERJEE	-	Rs.25,000/-
SRI NARU ROY	-	Rs.25,000/-

That further capital and / or finance required from time to time may be introduced or brought in by the partners in future according to the necessity of the firm, irrespective of their profit sharing ratio and such contribution shall be credited to the partner's respective capital account. Each partner shall be entitled to interest at the rate of 12% (twelve percent) per annum on the balance of their respective capital account and such interest shall either be paid to the respective partners at such interval as may be mutually agreed upon or be credited to their respective capital account at the year end.

6. That the profit or loss of the partnership firm / business after providing interest on partner's capital, remuneration to the working partners, commission in the manner hereinafter stated shall belong to and borne by the partners in equal ratio i.e.:

SRI RANJAN SAHA	-	90%
SRI KIRITI BHUSAN BANERJEE	-	5%
SRI NARU ROY	-	5%

M.C. BHATTACHARYYA  
NOTARY  
Govt. of W.B.  
Regn. No. 88/07  
KOLKATA

25 FEB 2019

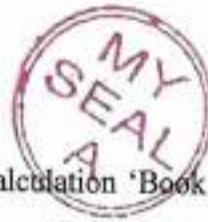


7. All the Partners shall attend diligently to the business of the partnership and carry on the same for the greatest advantage of the Partners and the business. However, Partners shall always have the right and liberty to lawfully appoint any person of his choice to attend, manage and supervise the partnership business on his behalf.
8. 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 nominated bank or banks having the partnership accounts maintained with it.
9. That the annual accounts of the firm shall be prepared on 31<sup>st</sup> March every year and the accounting year will be from 1<sup>st</sup> April to 31<sup>st</sup> day of March of the next year. The accounts shall be prepared by an Accountant and / or Auditor and the same shall bear the signature of each and every partner of the partnership firm.
10. That one or more Bank Account or Accounts of the partnership firm shall be opened in any bank or banks depending on the convenience for operation and such account or accounts shall be operated by any two Partners jointly.
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 the Income Tax Act, 1961 or any other rate prescribed from time to time by the Finance Act in this regard.

M.C. BHATTACHARYYA  
 NOTARY  
 Govt. of W.B.  
 Regn. No. 88/07  
 KOLKATA

25 FEB 2019





- b) For the purpose of above calculation 'Book Profit' shall be computed as defined in 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.
- d) That the partners will be entitled to a monthly salary. Salary would be the following : Sri Ranjan Saha - Rs.8,000/- per month; Sri Kiriti Bhusan Banerjee - Rs.2,000/- per month and Sri Naru Roy - Rs.2,000/- per month initially 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.

M.C. BHATTACHARYYA  
 NOTARY  
 Govt. of W.B.  
 Regn. No. - 88/07  
 KOLKATA

25 FEB 2019



Such change in the constitution of the firm shall be attached as an 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 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.

14. That all the agreements and deeds or documents relating to the transferring of flats, units and spaces and all other spaces and constructed areas intending to be transferred by the firm or any documents / development agreement / power of attorney etc. to be executed by the firm would be executed by Partner No.1 namely Ranjan Saha alone. The execution of such documents by the said partner shall be deemed to have been accepted and consented to by the other partners.
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 general decision regarding the business and / or marketing modality shall be taken by the partners jointly.
17. Partners are at liberty to retire from the partnership business by serving on the other partners notice to this effect at least ninety days prior to the intended date of retirement and the partner so serving such notice shall cease to be a partner from the date specified in such notice and after settlement of the share of profit and / or loss in respect of the retiring / outgoing partner.
18. In case of death, or becoming insolvent of any partner the partnership shall not stand dissolve, but the same may be continued by the surviving and / or continuing partners, as the case may be, shall be in the case of death, his legal

25 FEB 2019

M.C. BHATTACHARYA  
 NOTARY  
 Govt. of W.B.  
 Regn. No. - 88/07  
 KOLKATA



heirs may, at the option of the surviving partners, be admitted to the partnership having such shares and such right as may be mutually agreed upon to which the deceased was entitled to during his lifetime, in case of retirement the continuing partner shall be entitled to continue the business.

19. The share of the outgoing retiring / insolvent / deceased partner in the properties and assets of the partnership shall be determined by drawing up a profit and loss account up to the date of retirement being the date after completion of 90 days, insolvency or death (as the case may be) as also a Balance Sheet on such date and the amount so determined shall be paid by the continuing or surviving partner to the retiring or insolvent partner or the legal representatives of the deceased partner within one year or such other period as may hereafter be agreed from the date of retirement, insolvency or death (as the case may be) together with interest at the rate of 12% (twelve percent) per annum on such determined, amount from such date until payment and on such payment having been made, the share of the retiring or insolvent or deceased partner shall vest entirely and exclusively in the continuing or surviving partner whether or not a formal discharge has been obtained from the retiring or insolvent partner or the legal representative of the deceased partner PROVIDED HOWEVER that in computing the total amount payable to such retiring or insolvent partner or the legal representative of the deceased partner as stated above the share of goodwill shall be taken as nil.

20. That each partner shall be entitled:

- a) To manage, control and carry on the partnership business on behalf of the partnership firm.
- b) To employ, dismiss, promote or degrade any servant or employee of the firm as mutually agreed upon.

M.C. BHATTACHARYYA  
NOTARY  
Govt. of W.B.  
REGD. NO. 88107  
KOLKATA

25 FEB 2019



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.

21. 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 with effect from either from the date of execution of this instrument or such other date as decided by the partners.

22. Each Partner shall punctually pay and discharge his 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. Each partner shall be just and faithful to the other partner of the firm and at all times give such other full information and truthful explanations of all matters relating to the affairs of the partnership and attend every assistance in his / her power in carrying on the business for their mutual advantage including the accounts.

23. 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.

24. 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

25 FEB 2019

M.C. BHATTACHARYYA  
NOTARY  
Govt. of W.B.  
Regn. No. 88/07  
KOLKATA



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 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.

25. That in the case of any dispute, doubt or difference arising between 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 point will be referred to arbitration and the award / judgment of the sole Arbitrator shall be final and binding upon the partners. If the partners to this agreement cannot ad-idere to appoint and name the sole Arbitrator then any of the partner shall have the liberty to approach the court of law having competent jurisdiction to appoint an independent Arbitrator in terms of section II of the Arbitration and Conciliation Act, 1996 as amended upto date. However, in any event the fees of the Arbitrator as appointed in any circumstances shall be in terms of the 'FOURTH SCHEDULE' in terms of section 11 (14) of the new Ordinance.

M.C.BHATTACHARYYA  
 NOTARY  
 Govt. of W.B.  
 Regn. No. 285707  
 KOLKATA

25 FEB 2019

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. Sumit Kumar De  
5/B, Chidambur Muddihare,  
Kolkata - 700006.

GRIHAM PROPERTIES  
*Rayan Sarkar*  
Partner

Signature of the Partner

2. Sumit Kumar Ash.  
33/1B, Baghajatin Road,  
Kolkata - 700036.

GRIHAM PROPERTIES  
*Kirti Bhuvan Banerjee*  
Partner

Signature of the Partner

Drafted & prepared by:

GRIHAM PROPERTIES  
*Naren Roy*  
Partner

Signature of the Partner

Dipak Kumar Saha  
Advocate  
High Court, Calcutta.

M.C. BHATTACHARYYA  
NOTARY  
Govt. of W.B.  
Regn. No. 88107  
KOLKATA

MADHU CHHANDA BHATTACHARYYA  
88107 (Regn. No.)  
Govt. of West Bengal  
Kolkata

25 FEB 2019

25 FEB 2019  
THE DAY OF 20



**PAPER WRITINGS 'A'  
&  
THE RELATED  
NOTARIAL CERTIFICATE**

M.C. BHATTACHARYYA  
NOTARY  
Govt. of W.B.  
Reg. No. - 88/07  
KOLKATA

25 FEB 2019



*M.C. Bhattacharyya*  
MADHU CHANDA BHATTACHARYYA

NOTARY

**Govt. of West Bengal  
Registration No.- 88/07  
Sealdah Court.**

**Room No - 101, Kolkata - 14**

**Residential and Chamber Address :**

**15C, Crematorium Street  
Kolkata - 14**

**Ph. No - 2284 2388 (Resi)**

**Court - 2850-2105/84171103**

**Mobile No- 9831994293**