

Notarial Certificate

(Persuant to sec. 8 of the Notaries Act. 1952)

TO ALL TO WHOM THESE PRESENTS SHALL COME

I, **Manoj Kumar Bhattacharyya** duly appointed by the Government of West Bengal as a NOTARY throughout Burdwan District and authorised to practice as a Notary in Burdwan District, West Bengal, within the Union of India, do hereby verify, authenticate, certify, attest, as under the execution of the instrument annexed hereto collectively marked ANNEXURE 'A' on its being executed/ admitted and identified by the respective signatories as to the matters contained therein, presented before me by the "Executant's".

Between **Uma Samkar Kesh s/late Biswamath Kesh of Joramandir. G. T. Rd. Burdwan.**
AND **Sushobhan Kesh s/o Ashok Kumar Kesh of Tejganj byepass. Burdwan & Others. As Per ANNEXURE - 'A' Identified by S.K. Mukhopadhyay. Id. Advocate Burdwan.**

After referred as the "Executant/s", on the 16th day of November the year two thousand Eleven

THE "EXECUTANT/S" having admitted the Execution on the Paper Writings ANNEXURE "A" in respective hand/s in the presence of the witness/es, who as such. Subscribe/s signature/s, thereon and, being satisfied as to the identify of the executant's, and said execution, I have attested the execution of the "Paper Writings" ANNEXURE 'A' and testify 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 the occassion shall or may require.

IN FAITH AND TESTIMONY WHEREOF, being required of Notary. I, the said Notary do hereby subscribe my hand and affix my Notarial seal of office at Burdwan on this day of.....

Manoj Kumar Bhattacharyya

Manoj Kumar Bhattacharyya
NOTARY
BURDWAN DISTRICT
REGD. NO. 28/1996

Notarial Stamp



M.K. BHATTACHARYYA
Notary
Govt. of West Bengal
Regn. No. - 28/1996
1 No. Khalui Bill Math,
Burdwan District. Ph.: 2663650
District Judge's Court, Burdwan.
Mob: 9932742419
E-mail: mkb.adv@sify.com





पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

U 462895



Uma Sankar Kesh.

Sushobhan Kesh.

Birwajit Das

Sibanta Das

Signed in my presence & identified by me. Advocate

THIS INDENTURE OF PARTNERSHIP MADE THIS

the 10th day of November Two Thousand Fifteen (2015)

BETWEEN

Contd.....P/2

(Signature)
Sanjay Kumar Bhattacharyya
 NOTARY
 BURDWAN DISTRICT
 REGD NO-28/1996

16 NOV 2015



-2-

Uma Sankar Kesh.

Sushobhan Kesh.

Biswajit Das

Srikanta Das

signed in my presence
witnessed by me.

[Signature]

UMA SANKAR KESH, son of Late Biswanath Kesh, of Joramandir, G.T. Road, Burdwan- 713101, hereinafter called the First Party of the **FIRST PART**.

= AND =

SUSHOBHAN KESH, son of Asok Kumar Kes, of By Pass, Tejganj More, Burdwan- 713102, hereinafter called the Second Party of the **SECOND PART**.

= AND =

BISWAJIT DAS, son of Late Bibhutibhusan Das, of Golapbag More, G.T. Road, Burdwan- 713104, hereinafter called the Third Party of the **THIRD PART**.

= AND =

SRIKANTA DAS, son of Late Sukumar Chandra Das, of 4 No. Ichlabad, Burdwan- 713103, hereinafter called the Fourth Party of the **FOURTH PART**.

Each of the parties in this presents referred to as Partners which expression shall unless excluded by or repugnant to or contrary to the context shall mean and include his/their heirs, executors, administrators, legal representatives and assigns.

WHEREAS the parties hereto of the First, Second, Third and Fourth Parts being known to each other for long expressed to each other their desire to form a partnership firm for mutual benefits and gains;

AND WHEREAS the parties hereto are desirous of conducting the business of realtors, property & real estate developers, builders, civil contractors, property and real estate agents and managers and such other business as may be mutually agreed upon in the future under the name & style of "**SUBHAM CONSTRUCTIONS**" for the aforesaid purpose;

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[Signature]
Anup Kumar Chatterjee
NOTARY
BURDWAN DISTRICT
REGD. NO. 28/1996

16 NOV 2015



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Uma Sankar Kesh

Sushobhan Kesh

Biswajit Das

Srinanta Das

Signed in my presence by the

[Signature]

AND WHEREAS the parties have mutually agreed to invest their capital as much as possible and agreeable and to contribute their time and effort in the management and supervision of the aforesaid partnership business as per their individual capacities as mutually agreed;

AND WHEREAS in order to avoid future disputes it has been mutually decided and agreed by and between the partners to convert these covenants into a formal Deed of Partnership in writing.

NOW THIS DEED WITNESSETH that the parties hereto of the First, Second, Third and Fourth parts do and each of them hereby doth mutually agree and covenant to carry the said business in co-partnership as between them on the terms and conditions as follows :-

1. The partnership shall be carried on under the name and style of "**SUBHAM CONSTRUCTIONS**" (hereinafter referred to as the "firm").
2. The Registered Office of the firm shall be located at 103, Mithapukur Road, P.O. Rajbati, P.S. and Dist. Burdwan - 713104, or at such other place or places as the partners hereto from time to time may mutually agree upon.
3. The business of partnership shall be that of the business of realtors property & real estate developers, builders, civil contractors, property and real estate agents and managers and such other business as maybe mutually agreed upon by the partners hereto and conveniently carried on from time to time.
4. The partnership hereby constituted shall be AT WILL.
5. The initial capital of the partnership shall be of Rs.100,000/- (Rupees One Lakh Only) to be contributed @ Rs.30,000/- (Thirty Thousand Only) each by the first and second parties of the FIRST and SECOND PARTS, and @ Rs.20,000/- (Twenty Thousand Only) each by the third and fourth parties of the THIRD and FOURTH PARTS respectively,

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[Signature]
Sanat Kumar Ghatakacharya
NOTARY
BURDWAN DISTRICT
REGD. NO. 28/1996

16 NOV 2015



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Uma Sankar Keshi

Sushobhan Keshi

Biswajit Das

Srikanta Das

Signed in my presence & identified by me.

Advocate

and subsequently as may be provided by the partners in such manner and by such installments as deemed fit and expedient from time to time. However, as far as possible the partners shall provide capital in proportion to their respective shares of profit/loss in the said business.

6. The net profit or loss of the business of partnership shall be divided amongst the partners in the following manner :-

NAMES OF THE PARTNERS	SHARES OF PROFIT	SHARES OF LOSS
UMA SANKAR KESH	30%	30%
SUSHOBHAN KESH	30%	30%
BISWAJIT DAS	20%	20%
SRIKANTA DAS	20%	20%

Provided, the parties may from time to time by mutual consent change the profit & loss sharing ratios of any of the parties. In case of introduction of one or more new partner(s) or discontinuance of any in the business of the firm, the profit & loss sharing ratios of the parties shall be proportionately varied.

7. The parties may give consent to allow interest at a rate not exceeding 12% per annum on the capital provided by the parties. However, any such agreement to provide interest on capital and the date from which such interest shall be paid and the ratio of interest shall be recorded in writing and shall be signed by all the partners.
8. The parties may agree to provide monthly salary, remuneration or commission to any one or more of the partners who may devote himself or themselves wholly or engage himself or themselves in the business of the firm and take active part in the said business. Such salary, remuneration or commission shall be paid over and above his share of profit. However, such salary, remuneration or commission is liable to be varied from time to time according to the nature of the job to be undertaken by such partners.

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Anand Kumar Bhattacharyya
NOTARY
BURDWAN DISTRICT
REGD. NO. 28/1996

16 NOV 2015



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Uma Sankar Singh
Sushobhan Keshu

Biswajit Das

Srinanta Das

Signed in my presence
Identified by me. *fm*
Notary Public

Provided further, any such agreement to pay such salary, remuneration or commission and the date from which such payment shall be made shall be recorded in writing and shall be signed by all the partners.

9. During the continuance of the present Partnership, no party hereof shall retire or withdraw from the partnership unless by giving at least three month's prior notice in writing to the other partners hereof about his intention to retire or withdraw, and in that case the retiring or withdrawing partner shall be entitled to get back his share of capital in the firm less the liabilities and his balance in the books of Accounts and his Share of net Profit up to the date of retirement. The retiring partners shall have no share or claim over the assets of the partnership or its goodwill.
10. In the event of death of any partner(s) during the continuance of his partnership, the partnership shall continue by taking any one of the legal representatives of the deceased as partner thereof. However, in case the deceased partner does not leave any legal representative and/or such legal representative does not wish to join, the partnership shall continue with the remaining partners only or by coping up another party as partner.
11. The Bank Account(s) of the partnership shall be opened by all the Partners and shall be operated by any of them jointly and/or severally on behalf of the partnership firm.
12. The partners shall have the authority to apply for and obtain loan(s) from the banks and/or financial institutions on behalf of the partnership firm and are hereby authorised to lien, hypothecate or create charge on the assets of the partnership firm as well as to submit all requisite papers, documents and other instruments as may be required for the purpose.
13. All documents, vouchers, invoices, papers and other instruments shall be signed and authorised by the partners or by person(s) authorised by the partners and, if mutually deemed necessary, any one of them may be authorised by a

Contd...P/6

(Signature)
Notary
MURDWAN DISTRICT
REG. NO. 28/1996

16 NOV 2015



-6-

Uma Sankar Singh
Sushobhan Kesh.

Biswajit Das

Sikanta Das

Signed in my Presence
Attested by me.

[Signature]

General Power of Attorney by the remaining partners on behalf of this partnership firm.

14. The books of Accounts of the partnership firm shall be closed on the 31st day of March ever year.
15. The partners may by mutual consent and on such terms and conditions as they may decide, take in any new partner or partners in the said partnership.
16. In the event of any of the partners desiring not to continue as partner he shall be at liberty to retire from the partnership by giving three months' prior notice in writing to the other partners. As and from the date of expiry of the period of such notice, the remaining partners shall be entitled to continue with the business of the firm excluding such partner.
17. If during the continuance of the partnership any partner becomes insolvent, the remaining partners shall be entitled to purchase the share of the insolvent partner as on the date of his insolvency.
18. Each partner shall -
 - (a) be just and faithful to one another;
 - (b) diligently attend to the business;
 - (c) pay all moneys, cheques and negotiable instruments received by him on the account of the firm in the bank of the firm.
19. No Partner shall, without the consent in writing of the other 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 contract debts and liabilities or institute suit or proceeding or make himself liable as bailey or 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

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[Signature]
Jogaj Kumar Bhattacharyya

NOTARY
BURDWAN DISTRICT
REGD NO-26/1998

16 NOV 2015



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Uma Sankar Singh
Sushobhan Kesh.
Biswajit Das
Srinanta Das
Signed in my presence
Witnessed by me
[Signature]

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, deeds or things whereby the property of the firm may be exposed to the danger of being seized, attached or taken in execution, when and in such an event he shall be liable to be expelled from the Partnership and shall also be liable to reimburse the losses incurred in consequence thereof.

20. The Partnership Firm shall not stand dissolved upon the death, retirement or insolvency of any of the Partners, but upon dissolution in some other cases it shall be wound up and the assets and liabilities shall be dealt with in accordance with the provision of the Indian Partnership Act, 1932.
21. The partners shall be entitled to arrive at any decision and do all such acts and/or other acts in furtherance of their business as may be mutually agreed upon by themselves from time to time and as are permissible under the law.
22. That all disputes and differences which may arise among the partners, whether during or after the determination of the partnership or whether in relation to the interpretation of the Deed or as to any act of omission or commission by any party to the disputes or as to any other matters whatsoever touching the partnership affairs shall be referred to the Arbitrator if the parties in dispute so agree, otherwise to two or more Arbitrators, according to the number of Partners of the Firm one to be nominated by each party or his representative in case of difference of opinion between them at the commencement of the reference, and this clause shall be deemed to be a submission within the meaning of Arbitration Act, 1940, including its statutory modification and re-enactment.
23. Save and except those which are provided for and dealt with in these presents and which are not otherwise repugnant to or contradictory to The Indian Partnership Act, 1932, all other conditions, situations and provisions incidental to this partnership shall be governed by the said Act.

[Signature]
M.K. Bhattacharya
NOTARY
BURDWAN DISTRICT
REGD. NO. 28/1996

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16 NOV 2015



Uma Sankar Kesh.
Sushobhan Kesh.
Biswajit Das
Srikanta Das
Identified by me
Advocate

24. The partners do hereby agree and consent that all matters relating to this Deed of Partnership is subject to the jurisdiction of Burdwan.

IN WITNESS WHEREOF the parties to these presents have hereunto set and subscribe their respective hands and seals the day, month and year First above written.

SIGNED SEALED AND DELIVERED
At Burdwan in the presence of :-

WITNESSES :

1)

Uma Sankar Kesh.

UMA SANKAR KESH

2)

Sushobhan Kesh.

SUSHOBHAN KESH

Biswajit Das

BISWAJIT DAS

Srikanta Das

SRIKANTA DAS

Prepared in my office
And identified by me

Advocate
Advocate

Identified by me
Swaraj K. Mukhopadhyay
Advocate
16.11.15

Swaraj K. Mukhopadhyay
B.Sc., LL.B
Advocate
Burdwan Dist. Judges' Court

Signature (s) of the Executor (s)
attested on identification

Signature
N.K. Bhattacharya
NOTARY
BURDWAN DISTRICT
REGD NO. 28/1996

16 NOV 2015

DATED THIS 10TH DAY OF NOVEMBER, 2016

BETWEEN

UMA SANKAR KESH

AND

SUSHOBHAN KESH

AND

BISWAJIT DAS

AND

SRIKANTA DAS

PARTNERSHIP DEED

PREPARED IN THE OFFICE OF :
UTTIYA RAY, B.A. (HONS) LL.B.
ADVOCATE,
BAR ASSOCIATION ROOM NO.6
HIGH COURT AT CALCUTTA.