

Samarendra Nayak

B.Sc., LL.B.

Notary Public, GOVT OF WEST BENGAL

Durgapur, Burdwan

Professional Address :

Durgapur Court

Durgapur, Burdwan

Pin - 713 216

Notarial Certificate

(Pursuant to section 8 of The Notaries Act. 1952)

TO ALL TO WHOM THESE PRESENTS shall come, I, Samarendra Nayak, duly authorised by the Government of West Bengal to practise as a NOTARY do hereby verify, authenticate, certify, attest as under the execution of the instrument annexed hereto collectively marked "A" on its being executed, admitted and identified by the respective signatories as to the matters contained therein, presented before me.

According to that this is to certify, authenticate and attest that the annexed instrument "A" is the

Deed of partnership executed between Ujjwal Datta Shantanu Ray on id. by 10. Advocate.

PRIMA FACIE the annexed instrument "A" appears to be in the usual procedure to serve and avail as needs or occasions shall or may require for the same.



IN FAITH AND TESTIMONY WHERE OF being required of a NOTARY, I the said notary do hereby subscribe my hand and affix my seal of office at Durgapur on this the 25th day of April in the year of Christ 2012

Samarendra Nayak
Samarendra Nayak, Notary
Durgapur, Burdwan, W.B.
Regn. No.-14/2007

Samarendra Nayak
NOTARY



25 APR 2012

No. 1043 Date 24/04/17
Sold to Shyam construction
Address DLP-12
Value of Stamp 100/-
Date of Purchase of the Stamp 19 APR 2017
Paper from Treasury
Name of the Treasury from Where
Purchase:- Durgapur

Ram Prasad Banerjee
Stamp Vender
A.D.S.R. Office, Durgapur-16
Lic. No-1/93

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भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE
HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

X 462655

- 2) Name: Shantanu Roy
S/o : Ashim Kumar Roy
Date of Birth: 01/01/1977
Occupation: Business
Pan No: AHSPR1289F
Residing at: C-35, Sailaja Rajan Path, West Bidhannagar, Sector-2A,
Durgapur-713212
(Which expression shall unless it is repugnant to the context or meaning
thereof include his heirs, executors, administrators and assigns)
Hereinafter called Party of the Second Part. (Adhaar Card & PAN Card
enclosed Marked as Annexure B.)



Samarendra Nayak, Notary
Durgapur, Burdwan, W.B
Regn. No.-14/2007

25 APR 2017

Shantanu Roy

Primal Datta

No. 1044 Date 24/04/17
Sold to Shuram Construction
Address Dad-12
Value of Stamp 100/-
Date of Purchase of the Stamp
Paper from Treasury
Name of the Treasury from Where
Purchase:- Durgapur

19 APR 2017

Ram Prasad Banerjee
Stamp Vender
A.D.S.R. Office, Durgapur-16
Licence No-1/93

AND WHEREAS Parties of the First, Second, part as above intend to do business in partnership for running "construction and Realestate business" and to do any other business which can be conveniently carried on along with the above under the Name and Style of "M/S SHUVAM CONSTRUCTION"

AND WHEREAS the parties hereto have come to a mutual understanding as to the terms and conditions on which the parties to this deed have decided to carry on business.

AND WHEREAS the parties thought it prudent and desirable to reduce into writing the mutually agreed terms and conditions on which the parties have agreed to carry on the business of partnership.

NOW THEREFORE THIS DEEDS WITNESSTH AND THE PARTIES HERE TO HEREBY MUTUALLY AGREE AS UNDER:-

1) **COMMENCEMENT AND DURATION:-**

Now withstanding the state of execution of this deed, the partnership business as constituted under this deed shall be deemed to have commenced and has infact commence with effect from 24TH day April 2017 and the same shall continue AT WILL.

2) **NAME:-**

The business of the partnership shall be carried on under the name and style of M/S SHUVAM CONSTRUCTION and/or such other name or names as the partners may mutually agree upon from time to time.

3) **ADDRESS:-**

The business of the partnership shall be carried on at 'M/S SHUVAM CONSTRUCTION Purbapara,Gopalpur, Durgapur-713212, West Barddhaman,West Bengal and at such other place or places as the partners may mutually agree upon from time to time.

4) **OBJECT:-**

The objects of the partnership are as under-

- a) To do the business construction business
- b) To do Real estate development business.
- c) To carry on any other business or businesses incidental or complimentary to the above.
- d) To carry on any other business or businesses which the parties hereto may decide From time to time

5) **CAPITAL:-**

The capital of the partnership shall be the capital mutually agreed upon by all partners.



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6) **INTEREST:-**

Interest shall be paid on the capital of the partners at the rate of 12% (Twelve Percent) and calculating of such interest would be on the amount standing to the credit of the partners on the first day of every year in the books of firm.

7) **ACCOUNTING YEAR:-**

The Accounting year of the firm shall be financial year and the first of such accounts shall close on 31st March.

8) **SHARE IN PROFIT/LOSS :-**

The accounts of the partnership business shall be properly and regularly maintained. The books of accounts of the partnership shall be closed at the end of each accounting year and profit and loss account and balance sheet shall be drawn up. The profit or loss of the partnership business shall deem to accrue evenly from day-to-day throughout the year. The Net profit of Net loss of the partnership business, after deduction of all expenses relating to business activities as well as interest and remuneration payable to partners in accordance with this deed, shall be divided and distributed among the partners in the following proportion.

	Share in Profit/Loss
a) UJJWAL DUTTA	50%
b) SHANTANU ROY	50%

9) **BANK ACCOUNT:-**

Bank account or accounts of the partnership business shall be opened with any Nationalized or Scheduled or Co-operative Bank or Banks and such accounts shall remain in the name of the firm and shall be operated by the signature of both or as may be decided through proper resolution.

10) **BORROWINGS:-**

The firm can borrow from any nationalized Bank or Banks or by other mode with consent of all the partners of the firm. The firm will not be responsible for any debts or liabilities incurred by the partners for their personal purpose, nor before or after starting the firm.

11) **REMUNERATION TO PARTNERS:-**

It is agreed by and between the parties hereto that the following partners (hereinafter referred to as working partners) who are devoting their time and attention in the conduct of the affairs of the firm as the circumstances and business needs may require and also handling day to day affairs of the business, shall be paid remuneration as mentioned below:-

- a) UJJWAL DUTTA
- b) SHANTANU ROY

In case of loss	Rs. 150000/-
In case of book profits is positive:	
On the First Rs 300000/- of the Book Profit	Rs. 150000 or @90% of Book Profit whichever is higher
On the balance of the book profits	@ 60% of the Book profit



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Ujjwal Dutta

Shantanu Roy

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EXPLANATION:-

For the purpose of this clause the expression 'Book Profits' shall mean the 'Book Profits' as defined in S 40(b) of the Income Tax Act 1961 or any statutory modifications or re-enactment thereof, for the time being in force.

The remuneration payable to the working partners as above shall be credited to their capital/current accounts on ascertainment of Book Profits. The working partners shall be entitled to draw such reasonable sums against the remuneration payable to them and as may be agreed upon by the partners.

The partners shall be entitled to increase or reduce the above remuneration and may agree to pay remuneration to other partner of partners. The parties hereto may also agree to revise the mode of calculating the above remuneration and decide to pay salary and grant the benefit of House rent allowance, Rent free quarters, Motor accident and/or Life insurance policy, Premium, Provident Fund, Gratuity, Bonus, Commission on Sales/Gross receipts and/or other benefits to the above and/or the other partner or partners either on monthly or yearly basis as they may mutually agree upon.

12) DRAWINGS:-

Each of the partners shall be entitled to draw from the partnership funds for his personal expenditure as may be mutually agreed upon between the partners, provided, however that such withdrawals shall not jeopardize the financial position of the firm.

13) DUTIES OF THE PARTNERS:-

Each one of the partners shall work diligently and faithfully for the business of the partnership and shall extend full co-operation to the other partners. Also each one of the partner shall sincerely render a true and correct account of each and every transaction handled by him and shall also give a reasonable explanation thereof, if and whenever so required by the other partners.

14) NOTICE OF RETIREMENT:-

Any partner may retire from the partnership business by giving a notice in writing of **three months** to this effect.

15) MORTGAGE OF SHARE:-

No partner shall be entitled to mortgage, assign or charge his share in partnership business without the prior consent given in writing by the other partners. No partner can ask for sell of his share to any outsider.

16) No partner without the consent of the other partners give in writing, secure any surety or guarantee for any other person or do or knowingly suffer anything to be done whereby the partnership properly may be endangered.

17) No partner shall without the written consent of the other partners dispose off by way of pledge or otherwise any of the assets of the partnership business.



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Regd. No.-14/2007

Official Seal

Shantanu Ray



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18) All partners of the firm shall be individually and wholly responsible to pay their personal taxes and other dues. They are responsible for their personal liabilities.

19) All the partners of the firm shall have rights on the movable and immovable properties belonging to the firm in their profit sharing ratio.

20) GOODWILL: -

Any goodwill accruing to the business of the firm for any reason whatsoever shall wholly and entirely belong to the firm itself and no partner shall have a right demand a share in the goodwill of the firm, either during the continuance as partner or on his retirement or expulsion and upon the death of any partner his heirs will not be entitled to claim any share of the goodwill of the firm.

21) In the event of the death, retirement, insolvency, lunacy of the partner, the partnership shall not stand dissolved. The remaining/surviving partners shall be entitled to carry on the partnership business under the name and style either by themselves or along with any other person subject to settlement of account of the outgoing partner. The account of the outgoing partner shall be settled within a reasonable period from the date of retirement/death.

22) Every partner shall indemnify the firm for any loss caused to it by his or her fraud or willful neglect in the conduct of the business of the firm.

23) ARBITRATION: -

In the event of disputes, question of differences that may arise in the business of the said partnership in connection with any matter between the partners, touching to this, the same shall be settled by mutual understanding first and than be referred to arbitrator.

24) MODIFICATION: -

All other matters for which no provisions has been made in this Deed and also matters for which are to be eliminated and/or modified shall be decided with the mutual consent of all the partners shall be reduced to writing and also be signed by all the partners and shall form in an appendage to this partnership deed.

25) Each partner shall upon dissolution of partnership, execute all such deeds and documents and shall do all such things as would be necessary for a speedy winding up the affairs of the partnership.

26) Subject to the provisions of this deed, the business of the partnership shall be run under the provisions laid down in the Indian Partnership Act, 1932 together with its modifications for the time being in force.



Samarendra Nayak, Notary
Durgapur, Burdwan, W.B.
Regd. No.-14/2007

Gopal Datta

Shantanu Ray

25 APR 2017

IN WITNESS WHEREOF the partners hereto have put their respective signatures on the deed of partnership on the day and month of the year first mentioned hereinabove.

1) SIGNED, SEALED AND DELIVERED

By the with named

a) UJJWAL DUTTA

Ujjwal Dutta

In presence of

2) SIGNED, SEALED AND DELIVERED

By the with named

SHANTANU ROY

Shantanu Roy

In presence of

IDENTIFIED BY ME

[Signature]
ADVOCATE

INSTRUMENT 'A' REFERRED TO
IN THE NOTARIAL CERTIFICATE

[Signature]

SAMARENDRA NAYAK
NOTARY
DURGAPUR, BURDWAN (W.B.)
Regn. No.-14/2007



25 APR 2017

INSTRUMENT "A"

Dated 25th Day of April 2017

With

Notarial Certificate

Dated 25th Day of April 2017

Sri Samarendra Nayak
Notary, Burdwan District
at Durgapur

Durgapur - 713216
☎ : 0343 2546835 (Bar Association)
Residence Chamber :
Salbagan Road, Benachity
Durgapur - 713213

★ NOTARY PUBLIC ★