

Mrs. Atabi Banerjee

B. A., L.L.B.

Notary, 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, Mrs. Atabi Banerjee, 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

Original Deed of Partnership executed by 1. Mr. Goham Samim 2. Sri Raja Singh 3. Sri Dharmajoy Tewari and 4. Mr. Newaj Ahmed on identification by Id. 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 *10th* day of *October* in the year of Christ 20 *18*.

Atabi Banerjee
Mrs. Atabi Banerjee, Notary
Durgapur, Burdwan, (W.B.)
Regn. No. 40/2007 Govt. of W.B.

Mrs. Atabi Banerjee
NOTARY



10 OCT 2018

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIAN NON JUDICIAL

Mrs. A Banerjee
Durgapur, Burdwan
Regn. No. - 40/2007

DEED OF PARTNERSHIP.

ANNEXURE- "A"

This Deed of PARTNERSHIP made this the 9th day of October 2018

7-934577
Before the Notary
Govt. of West Bengal
Burdwan District
Durgapur

BETWEEN:-

1. Golam Samim aged about 34 years, Son of Habibur Rahaman by faith-Muslim, by profession-Business, residing at Beside Kamala Petrol Pump, Akbar Road, Durgapur-713204, Paschim Bardhaman, West Bengal, Hereinafter referred to as the party of the First Party.
2. Sri Raju Singh aged about 30 years, Son of Kedar Singh by faith-Hindu, by profession-Business, residing at Nishanahat, Steel Market, Durgapur -713204, Paschim Bardhaman, West Bengal, Hereinafter referred to as the party of the Second Party.
3. Sri Dhananjoy Tewari aged about 43 years, Son of Bindhya Chal Tewari by faith-Hindu, by profession-Business, residing at Health Centre Colony, A-Zone, Durgapur-713204, Paschim Bardhaman, West Bengal, and Hereinafter referred to as the party of the Third Party.
4. Newaj Ahmed aged about 23 years, Son of Sejamel Hoque by faith-Muslim, by profession-Business, residing at M.N.Ghosh Road, Ronai, Idgah Para, Raniganj-713347, Paschim Bardhaman, West Bengal, and Hereinafter referred to as the party of the Fourth Party.

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Golam Samim
Raju Singh
Newaj Ahmed

7201

28.9.18

No.....Date.....
 Sold to G D R Apartment
 Address.....
 Value of Stamp.....
 Date of purchase of this stamp paper from treasurer.....
 Name of the Treasury where Stamp Paper Purchase-Durgapur

29 P 6

25 SEP 2018

K
 KHUDIRAM MONDAL
 Stamp Vendor
 Durgapur Court
 City Centre, Durgapur-74
 I No-1

भारतीय गैर न्यायिक

पचास
रुपये
रु.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

W 779755



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WHEREAS a partnership business is running comprising the three partners namely 1) Dhananjay Tewari, S/O. Bindhya Chal Tewari, 2) Raju Singh S/O. Kedar Singh, 3) Golam Samim, S/O. Habibur Rahaman under the partnership act under name and style "G.D.R. APPARTMENT" having place of business at Kururia Danga, Plot No.-3085 & 3099, Amrai, Durgapur -713203 and branch at Steel Market, Near Bombay Tailor, Durgapur-713204, Dist. Paschim Bardhaman, having the nature of business "Contractor of Civil Construction & Promoting Business".

And whereas, the business commenced on 14th June 2014 in execution of partnership deed executed before the notary public, Durgapur.

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Rn 10071, 5071 E Rs 150/-
Khudiram Mondal
7202

28.9.18

No.....Date.....
Sold to G B R Apartment
Address.....
Value of Stamp. 50/- Den. 4
Date of purchase of this
stamp paper from treasury.....
Name of the Treasury where
Stamp Paper Purchase-Durgapur

25 SEP 2018

K
KHUDIRAM MONDAL
Stamp Vendor
Durgapur Court
City Centre, Durgapur-15
I No-1



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Whereas, for the casue of further investment of capital, better management to run the said partnership business it has been decided to take up a new partner through the way of admission partner, now, Newaj Ahmed, s/o Sejamel Hoque of M.N. Ghosh Road, Ronai, Idgah para, Raniganj Dist.-Paschim Burdwan, is admitted as the partner under the ways and means of Admission of Partner and after Admission said newly admitted Partner shall act as one of the partner maintaining the status as 4th Partner shall act as one of the partner maintaining the status as 4th Partner for the said partnership business.

Now Whereas, after the admission of the partner the concerned partnership business as 1st partner Golam Samim, s/o Habidur Ranaman, 2nd Partner- Raju Singh, s/o late Kadar Singh, 3rd partner Dhananjoy Tewari, s/o Bindhya Chal Tewari, 4th partner-Newaj Ahmed, s/o Sejamel Hoque.

Whereas the parties referred here in above are relatives and well acquainted with each other and in order to start a business they formed a partnership in between them and agreed that each of the said parties hereby convent with the other in the manner and on the terms and conditions mentioned hereinafter.

AND WHEREAS THE TERMS AND CONDITION as settled between the parties hereto have been considered necessary to be incorporated in a duly stamped Partnership Deed, it is hereby agreed and declared as follows:

1. That the name of the firm shall be "G.D.R. APPARTMENT" and that the partnership shall engaged contractor of civil construction and promoting business.
2. That the principal place of business shall be situated at Kururia Danga, Plot No.-3085 & 3099, Amrai, Durgapur -713203, Burdwan In the state of West Bengal.
3. That the partnership shall be treated as partnership AT WILL terminable at the option of the parties hereto by giving one months notice to the other parties but the formality of such a notice at the

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Principal of business, but the formality of such a notice may be waived, if the firm is dissolved with the mutual consent of between the parties hereto.

4. That normally the accounts of firm shall be closed on 31st day of March, every year, when the profit/loss of the firm would be determined. On such determination of the profit/loss the same should be distributed between the partners in the following specified share.
5. That the capital of the partnership firm shall be much as are in the books of accounts required for the purpose of the business and as the parties to this deed think necessary.
6. That the profit /loss of the partnership shall be distributed among the partners as below:-

Golam Samim.....	40 %
Raju Singh.....	20 %
Dhananjoy Tewari.....	20 %
Newaj Ahmed.....	20 %

7. That each party hereto this deed according to his convenience will carry on the business of the firm on behalf of the firm to the best advantage of the partnership business.
8. That if one partner wants to retire and the remaining partner desired to continue the business of the firm in such case no value of goodwill will be raised on considered.
9. That a Bank Account in the name of the firm will be opened at any nationalized Bank or Co-Op. bank and any other bank in west Bengal/India and will be operated by jointly, i.e. Golam Samim, Raju Singh and Newaj Ahmed.
10. That each party is further empowered to appoint and authorize any council, attorney or any other person to defend as prosecute or file suits, appeal and applications for and on behalf of the firm in the manner necessary and advantageous to the firm, in any court, civil, or criminal Revenue or any other public office.

1 Golam Samim
 2 Raju Singh
 3
 4 Newaj Ahmed

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11. That difference of opinion between the partners, if any relating to any matter of the firm shall be tried to be amicable decided between the partners hereto in the first instance; In case of failure to settle the difference mutually one or more arbitrator/arbitrators may be appointed one by each party to the dispute. In case of difference between them by an umpire selected by the said arbitrator or umpire as the case shall be final conclusive and binding on the partners hereto.
12. That if any partner wants to sever his connection with the firm he will have to give clear one months notice in writing to other partner hereto and in such a case the other partner will have a preferential rights to purchase the outgoing party's share, right, title and interest in the firm at a reasonable prices to be decided amicably by the partners themselves. But the outgoing partner -will have no right to claim any price or compensation for goodwill belonging to the firm in such a case as envisaged in the article.
13. That the partnership will not be automatically dissolved on the death, retirement or incapacity of any partner, the business will be carried on by the other partners, taking one or more of the legal representatives, heirs or assignees of the partner so deceased, retired or otherwise incapacitated, as the partner in his place with approval of the existing partner.
14. That all partners shall be treated not only as principal but also as an Agent of the other partners in all lawful transactions of the firm or in any other matter connected with the affairs of the firm.
15. That in all other matters not specifically provided for in this deed, the provisions of the Indian partnership Act shall apply.
16. Remuneration paid to the partners.
 - a. The payment of remuneration must be authorized and must be in accordance with the terms of the instruments.
 - b. The remuneration of the working partners should be payable after the date of the instrument. In other words, it cannot be paid for the period exception is however, provided for previous year 1992-1993 when the remuneration etc. is allowable as a deduction in the said previous year even if it is authorized by the instrument a any time (may be on the last date) during the previous year 1992-1993.

1) Golam Samim
 2) Raju Singh
 3) Nawaj Ahmed
 4)



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c. The salary bonus commission other remuneration shall be subject to the maximum limit given as under.

In case of a firm

- | | |
|---|--|
| i) On the first Rs.75000/- of the book profit or in case of loss. | Rs.50000/- are at the rate of 90 % of book profit which ever is more |
| ii) On the next Rs.75000/- | at the rate of 60% |
| iii) On the balance of book profit | at the rate of 40% |

d. All the partners are allowed to draw monthly remuneration within the limit of maximum Rs.8000/- per month basis, if any on mutual acceptance as per rules of partnership agreed by.

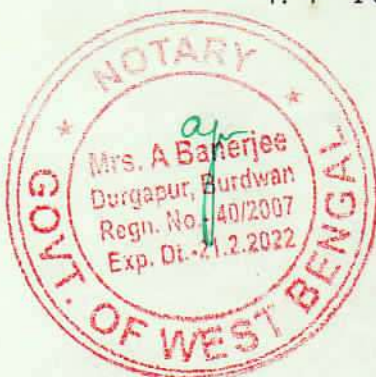
17.a) Partners are entitled to receive remuneration out of business profit assortment at the close of accounting year.

b) In any case announce the remuneration to parties allowed to draw taken together shall not exceed the restriction imposed U/S 40 (b) of I.T. Act 1961.

c) After asserting the quantum of remuneration allowed in terms of clause mention above, remuneration shall be paid or distributed to partners on the following ratio:

1. 1st Party 40 %
2. 2nd Party 20 %
3. 3rd Party..... 20%
4. 4th Party.....20%

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Gulam Farid
Rajiv Singh
Nuraj Ahmed

d. That is specially agreed by and between the parties herewith that any of them will be entitled to be parties / partners in any or more other firm or firms of business whether of same time or of and allied nature and for such entry into partnership or conduct or business as envisaged herein, other partners hereto of the firm will not have right in any way to interfere with the same as claim profit therefore.

IN WITNESS WHEREOF THE parties of the first & second parts put their hands and / or seal to this deed of partnership here at Durgapur given herein under on this 9th October 2018.

In witness whereof the

WITNESSES:-

1.

Golam Samim

1. 1st party signature

2.

Raju Singh

2. 2nd party signature

[Signature]

3. 3rd party signature

Nawaj Ahmed

4. 4th party signature

Identified by me,

[Signature]

Advocate.



INSTRUMENT "A" REFERRED TO IN THE NOTARIAL CERTIFICATE

[Signature]
Mrs. A. Banerjee, Notary
Durgapur, Burdwan, W.B.
Regn. No. 40/2007 Exp. Dt. 21.2.2022

10 OCT 2018