

Binimoy Sarkar

Esq. B.A., 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, Binimoy Sarkar, 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 instrument

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 day of in the year of Christ 20

Binimoy Sarkar
Binimoy Sarkar
NOTARY

भारतीय गैर न्यायिक

क सो रुपये

Rs. 100

₹. 100



ONE
HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

Y 587073

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made on this the 7th day of December, 2017

AMONGST

Sri Buddhadev Roy, age about 37 years S/o Lakshmi kanta Roy, by faith-Hindu, by Nationality- Indian, by occupation-business, resident of Bamunara Ray Para Gopalpur Kanksa, Durgapur-713212, Dist-Burdwan, West Bengal, (herein after called the First Partner.)

AND

Sri Prasenjit Paul, aged about 33 years, S/o of Basudev Paul, by faith-Hindu, by Nationality -Indian, by occupation- business, resident of Acharjee Para, Bamunara Gopalpur Kanksa, Durgapur-713212 Dist- Burdwan, West Bengal, (hereinafter called the Second Partner).

AND

Sri Bapi Mazumdar, aged about 35 years, S/o of Mantu Majumdar, by faith-Hindu, by Nationality-Indian, by occupation-business, resident of Arrah Kalinagar, Arrah, Kanksa, Durgapur-713212 Dist- Burdwan, (hereinafter called the Third Partner).

पचास

रुपये

₹ 50

FIFTY
RUPEES

Rs. 50

पश्चिम बंगाल WEST BENGAL

241793

AND

Sri Moloy Karmakar, aged about 35 years, S/o of Shrikanta Karmakar by faith-Hindu, by Nationality -Indian, by occupation- business, resident of Bachi Para, Purbachal Gopalpur Kanksa, Durgapur- 713212, Dist- Burdwan, (hereinafter called the Fourth Partner).

AND

Sri Ranjit Roy, aged about 38 years, S/o of Ajoy Roy by faith-Hindu, by Nationality - Indian, by occupation- business, resident of Bamunara Ray Para Gopalpur Kanksa, Durgapur- 713212, Dist- Burdwan, (hereinafter called the Fifth Partner).

AND

Sri Apurba Shyam, aged about 32 years, S/o of Narayan Chandra Shyam by faith-Hindu, by Nationality-Indian, by occupation business, resident of Goswami Para Gopalpur Kanksa, Durgapur- 713212, Dist-Burdwan, (herein after called the Sixth Partner).

AND

Sri Shuvro Chattaraj, aged about 33 years, S/o of Nabani Chattaraj by faith -Hindu, by Nationality -Indian, by occupation-business, resident of Acharjee para, pal para gopalpur, Kanksa, Durgapur-713212, Dist-Burdwan, West Bengal. (Herein after called Seventh Partner).

Which expression shall, unless repugnant to the context or subject, include the legal Heir/heirs, executor/executors, administrator/administrators, assign/assigns, nominee/nominees of the respective parties to this Deed.

Whereas all the party agree to commence business under the firm name "**SAYAK DEVELOPER** " and the business will consists of **Builder** business along with all other related business and or activity.

Whereas to avoid any future dispute among the partners and to define rights and obligation of the partners, the partners hereto have decided to execute this formal Deed of partnership on the following terms and conditions upon which the partnership business Shall be carried on in future.

1. Commencement

That the business of the partnership Firm shall be deemed to have commenced w. e. f. 7th day of December, 2017.

2. Duration of Business

That the partnership shall be "Partnership at Will."

3. Place of Business:

That the principal place of business of the partnership Firm shall be at c.o. D-118 Shastri Avenue , Sec-2B, Durgapur, Dist- Burdwan, Pin No-713212 but the partners may, upon mutual consent shift the principle place of business anywhere according to their choice. Similarly, the partners may upon mutual consent open branch or branches and like wise close that or those.

4. Firm Name:

That partnership Firm shall be carried on under the same name and style "**M/s SAYAK DEVELOPER**" But the partners may, upon mutual consent change the firm name at any time during any financial year

5. Nature of Business:

That at present the business of the partnership Firm shall be consist of **Builder** business along with all other related business and or activity but the partners may, upon mutual consent carry on any other business according to their choice on and from any day of the any financial year.

6.Capital :

That all the partners will introduce Rs.50,000/- as their initial capital contribution and the partners may introduce further capital as and when the same is necessary and the balance standing in the personal ledger accounts of the partners shall be the capital of the partners respectively.

7.Profit & Loss sharing Ratio:

That the partners hereto will share the profit and bear the loss of the firm by equally in the following ratio:

1) Buddhadev Roy	1/7 th ratio.
2) Prasenjit Paul	1/7 th ratio.
3) Bapi Mazumdar	1/7 th ratio.
4) Moloy Karmakar	1/7 th ratio.
5) Ranjit Roy	1/7 th ratio.
6) Apurba Shyam	1/7 th ratio.
7) Shuvro Chattaraj	1/7 th ratio.

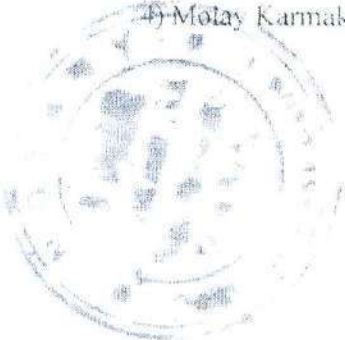
8.Interest on Capital and advance/Loan

That the partners hereto are entitled to simple interest up to a maximum limit of 12% p.a. on their capital contribution and on any loan or advance given by any partner to the firm for the purpose of the business of the firm and on the retained income and fresh capital if introduced by a partner. But interest shall not be paid or paid as such lower rate as may be mutually, agreed upon by the partners in case of loss or in case of profit or fund available is not sufficient.

9.Salary/Remuneration :

That all the partners of this deed will be active partners of the firm i.e. both the partners of the firm shall take active part in the partnership business. All the partners of the firm shall act effectively, energetically, diligently and sincerely for the greatest of the partnership firm. All the partners will take part in making policies of the partnership firm. Implementing business policies, effecting transaction, conducting day to day administration routine jobs. That both the partners for their active participation in the business will be entitled to receive salary/remuneration as mentioned here under.

1) Buddhadev Roy	Rs. 15,000/- Pm
2) Prasenjit Paul	Rs. 15,000/- Pm
3) Bapi Mazumdar	Rs. 15,000/- Pm
4) Molay Karmakar	Rs. 15,000/- Pm



5) Ranjit Roy	Rs. 15,000/- Pm
6) Apurba Shyam	Rs. 15,000/- Pm
7) Shuvro Chattaraj	Rs. 15,000/- Pm

Depending on the financial situation of the firm, the partners for any particular years may decide as evidenced by entries in books and statements of accounts to receive a higher/lower amount of managerial remuneration enhanced/reduced in the above noted monthly remuneration ratio. However, the salary remuneration payable to the partners in any year shall not exceeds the ceiling as provided in section 40(b) of the Income Tax Act,1961. The salary/remuneration payable to the partners shall be treated as expenses of the firm.

10. Acceptance of Loan for the purpose of business:

The partners may take loans or other borrowings in the name of the firm either from Banks or other Government institutions or from any other outsider at suitable rate of interest jointly. Loans if taken from any partner will qualify for interest in the same manner as capital contribution of a partner. Both the partners shall jointly raise funds from Bank/Banks or any other financial institution for carrying on the said partnership business as and when the same may be required and shall jointly remain liable for the said loan. Any of the partners may hypothecate, assigns, pledge or mortgage any or all the properties moveable or immovable, tangible or intangible in favour of the Bank or any financial institution from whom loan will be taken and for this act of any partner, all the partners will remain liable for the said loan. Further if any assets is brought by partner into the firm and that assets is subject to lien, the liability of that assets to the banker for the loan shall be regarded as the liability of the firm and that liability shall discharged by all the partners jointly

11. Bank Account:

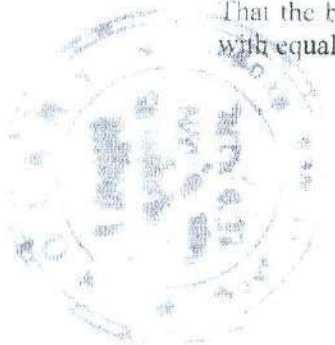
That the Bank Account of the partnership Business shall be maintained in the name of the Firm at the place or places of business with any nationalized or any private banks and shall be operated by the all the partners jointly or any three Partners.

12. Drawings:

The partners may mutually agree upon that the partners may take such drawings for their personal use as from time to time.

13. Management and Conduct of Business:

That the business of the firm shall be managed and conducted by all the partners jointly with equal responsibility of all the partners in general.



partners may admit new partner/partners by mutual consent with such terms and condition as may be mutually agreed upon.

In case of insolvency of a partner, the remaining partner shall continue the business after settling the account of the insolvent partner.

20. Disputes among the partners :

That in case of any disagreement or dispute among the partners or their legal heir/heirs regarding the affairs of the partnership firm, if not settled mutually, the matter of dispute or disagreement shall be referred to two arbitrators by common consent and in the event of their disagreement, to an umpire and decision of the arbitrators or the umpire, as the case may be shall be final and binding upon the partners and the legal heir/heirs of the partner who is deceased.

21. Alteration of clauses:

That the partners may, upon mutual consent, alter and/or amend and/or delete any of the foregoing clauses of this deed at any time during financial year.

The provisions of the Indian partnership act, 1932, shall cover that all other aspects relating to the affairs of the firm not be covered by the foregoing clauses of this deed.

IN WITNESS WHEREOF the parties hereto hereby subscribe their respective hands in sound mind and health in Durgapur on day, months and year mentioned in the first paragraph of this deed in the presence of witnesses.

Signature of witnesses:

1.

Buddha dev Roy

Signature of the first partners.
(BUDDHADEV ROY)

2.

Prasenjit Paul

Signature of the Second partners.
(PRASENJIT PAUL)

3.

Bapi Mazumdar
Signature of the Third partners.
(BAPI MAZUMDAR)

4.

Moloy Karmaakar
Signature of the Fourth partners
(MOLOY KARMAAKAR)

5.

Ranjit Roy
Signature of the Fifth partners
(RANJIT ROY)

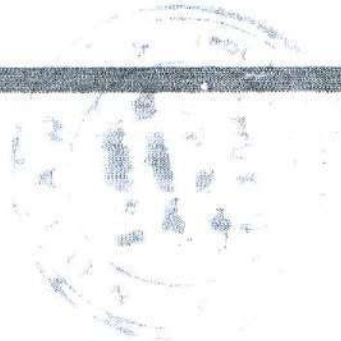
6.

Apurba Shyam
Signature of the Sixth partners
(APURBA SHYAM)

7.

Shuvro Chattaraj
Signature of the Sixth partners
(SHUVRO CHATTARAJ)

Identified By me: -
Vansanta Banerjee



Bansari Banerjee
Signature of the Partner

SAYAK DEVELOPER

Partner