

Binimoy Sarkar

B. Com., L.L.B.

Notary Public, GOVT. OF WEST BENGAL

Durgapur, Burdwan

Professional Address :

Durgapur Court

Durgapur, Burdwan

Pin - 713 216

Notarial Certificate

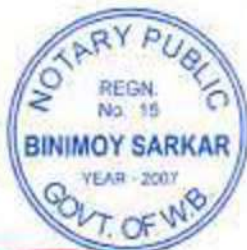
(Pursuant to section 8 of The Notaries Act, 1952)

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 Deed of Partnership, executed by Sri Indrajit Ka** and three other, as in and to the **Advt. as** **Ann. of***

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 13th day of May in the year of Christ 2019



Binimoy Sarkar
Binimoy Sarkar, Notary
Durgapur, Burdwan, W.B.
Regd. No.-15/2007

Binimoy Sarkar
NOTARY

13 MAY 2019





पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

Z 948959

DEED OF PARTNERSHIP

THIS INDENTURE CALLED THE DEED OF PARTNERSHIP MADE ON THIS THIRTEENTH DAY OF MAY TWO THOUSAND AND NINETEEN.

BETWEEN

- 1) Name: SRI INDRANIL KAR
S/o: Mihir Baran Kar
Date of Birth: 03/06/1986
Occupation: Business
Address: Holding No.27/1/22/S,Nachan Road,Benachity,Durgapur-713213
(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 First Part.
- 2) Name: SRI RAJIB SHYAM
S/o: Nipendra Lal Shyam
Date of Birth: 04/09/1983
Occupation: Business
Address: J.K.Paul Lane,Benachity,Durgapur-713 213
(Which expression shall unless it be repugnant to the context or meaning thereof include his heirs, executors, administrators and assigns)
Hereinafter called Party of the Second Part.




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Durgapur, Burdwan, W.B.
Regd. No.-15/2007

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भारतीय गैर न्यायिक

पचास
रुपये

रु.50

भारत

FIFTY
RUPEES

Rs.50

INDIA

INDIA NON JUDICIAL

पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL

3)

Name: SRI DHIREN NAYAK

S/o: Debdas Nayak

Date of Birth: 07/09/1958

Occupation: Business

Address: Nachan Road, Benachity, Durgapur-713 213

(Which expression shall unless it be repugnant to the context or meaning thereof include his heirs, executors, administrators and assigns)

Hereinafter called Party of the Third Part.

4)

Name: SRI RAHUL ROY

S/o: Bimal Chandra Roy

Date of Birth: 02/01/1984

Occupation: Business

Address: 9/5, Ambagan Road, Benachity, Durgapur-713 213

(Which expression shall unless it be repugnant to the context or meaning thereof include his heirs, executors, administrators and assigns)

Hereinafter called Party of the Fourth Part.

AND WHEREAS the parties of the First, Second, Third and Fourth part, as above intend to do business in partnership of Builders & Developers & other related services for their mutual benefit and advantage under the trade name & style of M/s "GANAPATI BUILDERS AND DEVELOPERS".

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.




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NOW THEREFORE THESE DEED WITNESSTH AND THE PARTIES HERE TO
HEREBY MUTUALLY AGREE AS UNDER:-

1) **COMMENCEMENT AND DURATION:-**

Nor 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 13TH Day of May 2019 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 GANAPATI BUILDERS AND DEVELOPERS** and/or such other name or names as the partners may mutually agree upon from time to time.

3) **ADDRESS:-**

The principal place of business of the partnership shall be carried on at Bhiringi, Nachan Road, Benachity, Durgaur-713 213 within the district of Barddhaman, West Bengal and at such other place or places as the partners may mutually agree upon from time to time.

4) **CAPITAL:-**

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

5) **INTEREST:-**

Interest shall be paid on the capital of the partners at the rate of 18% (Eighteen percent) and calculating of such interest would be on the amount standing to the credit of the partners on the first day of every month in the books of the firm. It is further agreed by and between the parties of this deed that interest at the rate of more or less than 18% shall be paid to the partners as and when there is an amendment in the Income Tax Act.

6) **ACCOUNTING YEAR:-**

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

7) **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.

	<u>Share in Profit/Loss</u>
a) INDRANIL KAR	40%
b) RAJIB SHYAM	20%
c) DHIREN NAYAK	20%
d) RAHUL ROY	20%




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8) **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 any one out of the two partners.

9) **BORROWINGS:-**

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.

10) **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) INDRANIL KAR
- b) RAJIB SHYAM
- c) DHIREN NAYAK
- d) RAHUL ROY

In case of book profits upto Rs 3,00,000/- of the book profit or in case of loss	Rs. 1, 50,000/- or @ 90% of the book profit whichever is more.
On the balance of the book profit	at the rate of 60%

EXPLANATION:-

For the purpose of this clause the expression 'Book Profits' shall mean the 'Book Profits' as defined in Sec 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.

11) **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.

12) **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




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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.

13) NOTICE OF RETIREMENT: -

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

14) 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.

15) 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.

16) 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.

17) 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.

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

19) 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.

20) 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.

21) 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.

22) 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 not be referred to arbitrator but be settled by and between the partners amicably, otherwise the majority rule shall be applied and the decision given by two partners will be final.


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23) 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.

24) 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.

25) 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.

IN WITNESS WHEREOF the partners hereto have put their respective signatures on the deed of partnership on the 13th Day of May 2019 mentioned hereinabove.

1) SIGNED, SEALED AND DELIVERED

By the with named
Ganapati Builders & Developers

[Signature]
Partner

(INDRANIL KAR)

2) SIGNED, SEALED AND DELIVERED

By the with named
Ganapati Builders & Developers

[Signature]
Partner

(RAJIB SHYAM)

3) SIGNED, SEALED AND DELIVERED

By the with named
Ganapati Builders & Developers

[Signature]
Partner

(DHIREN NAYAK)

4) SIGNED, SEALED AND DELIVERED

By the with named
Ganapati Builders & Developers

[Signature]
Partner

(RAHUL ROY)

Instrument 'A' Referred to
in the notarial certificate

[Signature]
BINIMOY SARKAR,
NOTARY
Durgapur, Burdwan, W.B.
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[Signature]