## **Notarial Certificate**

TO ALL TO WHOM THESE PRESENTS SHALL COME I, A. K. SINHA, Advocate Alipore Court duly appointed by the Central Government and Practising as a NOTARY in the district of 24-Parganas of the State of West Bengal within the Union of India, do hereby declare and certify that the Paper Writings collectively marked 'A' annexed hereto, hereinafter called the "Paper Writing A" are presented before me by the executant(s).

hereinafter referred to as the "executant (s)" on this the...... Apn L Two Thousand JWenty YWO

The "executant (s)" having admitted the execution of the 'Parer Writings 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 identity of the executant (s), and the said execution, I have authenticated verified and attested the execution of the "Paper Writing A" and testify that the said execution is in the respective hand (s) of the executant(s).

AN ACT WHEREOF being required of a Notary. I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as need and occasion shall or may require.

IN FAITH AND TESTIMONY WHEREOF I, the said Notary, have hereunto set and subscribed my hand and affixed my Notarial seal on this the..... day of ......

> A. K. SINHA Notary Govt, of India Regd. No. 608 of 1995

NOTARIA Notarial Stampgan Dist: 24-Parganas

> Alipore Police Court, Culcutta-27 Phone: 2479-1068

Resi.: 8A, Nakuleswar Bhattacharjee Lane, Calcutta - 700 026 Phone : 2463-6454

1.1 APR 2022



পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

AL 165951

DEED OF PARTNERSHIPS

THIS DEED OF PARTNERSHIP is made this 10<sup>th</sup> day of March, 2022 (Two Thousand Twenty Two) at Kolkata

### BETWEEN

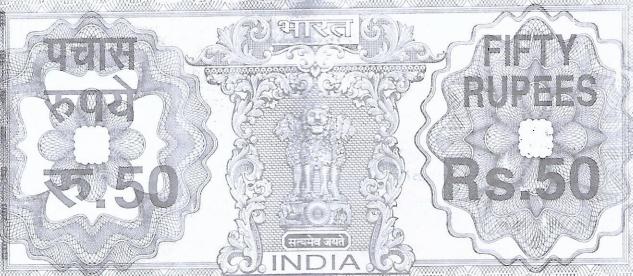
**SRI ALOK CHOUDHUR1** son of Sri Anil Kumar Choudhuri, aged about 55 years, by faith Hindu by Occupation Business, residing at 42, Hospital Link Road, Eastern Park, Santoshpur, Kolkata- 700 075, P.S. Garfa, hereinafter called and referred to as "THE FIRST PARTNER" (which terms and expressions shall unless excluded by or repugnant to the context shall mean and deem his heirs, executors, administrators, legal representatives and assigns) of the FIRST PART



·AND

> SOUMITRA CHANGE Licensed Stamp Vendo 8/2, K. S. Por Enalt, Roll

# शास्त्रीय गैर स्थायिक



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THE PARTY

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AD 876840

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TAPAS KHAN son of Late Sufal Chandra Khan, aged about 49 years, by faith Hindu by Occupation Business,- residing at 18/2, Kalikapur, Kolkata - 700 099, P.S.: Survey Park, hereinafter called and referred to as "THE SECOND PARTNER" (which terms and expressions shall unless excluded by or repugnant to the context shall mean and deem his heirs, executors, administrators, legal representatives and assigns) of the OTHER PART.



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Issue Date	Sign			
2	MAN Sign	V		

WHEREAS the all partners as aforesaid have jointly decided to start business under the trade name and style as "M/S NIRMAN" a Partnership firm as partnership basis.

AND WHEREAS to avoid future misunderstanding between them they hereby record certain terms and condition on the said business and their partnership relation for their interest increase their earnings for their Development.

## TERMS AND CONDITIONS

- 1. That this is a partnership At will.
- 2. That the name of the partnership business shall be "M/S. NIRMAN".
- said Partnership 3. That the commencement of the business was 10.03.2022.
- 4. That the nature of business shall be as "Developer'/Civil Contractor or any other business or businesses as the aforesaid said Partners mutually agreed upon them time to time.
- 5. That the place of business of the said Partnership Firm shall be at 72/1B, Barakhola, Kolkata -700099 or other place or places as the aforesaid said Partners mutually agree upon them time to time.
- 6. That the initial Total capital of the said Partnership Firm One Lac Rs.1,50,000/-(Rupees shall be Thousand) only to be contributed by the aforesaid partners in the following manner:-

Rs.75,000/-SRI ALOK CHOUDHURI .....

Rs.75,000/-TAPAS KHAN

TOTAL

Rs.1,50,000/-

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7. That the share of Net Profits or Net Losses shall belongs to the aforesaid Partners in the following manner:

1. SRI ALOK CHOUDHURI	50%
2. TAPAS KHAN	50%
TOTAL :	100%

- 8. That if any partner is made to advance any further money or moneys over the above proportion of capital agreed to be contributed by him to meet emergent expenses on behalf of the Firm or shall choose to leave his share of net profits un drawn at any annual general accounting, he will also be entitled to interest thereon at the rate of 18% per annum unless required by the other partner or partners to withdraw the same in which event the interest shall cease to accrue.
- 9. That all outgoing and expenses of the Firm shall be paid out of the capital and profits of the business and, in case of deficiency, by the partners in equal shares.
- 10. That the bankers of the Firm shall be Messrs "M/S.

  NIRMAN" etc., or such other Bankers as the partners shall from time to time mutually agree upon, and all moneys, cheques and other securities belonging to the Firm, except those required for current expenses, shall be paid into or deposited with the said Bank.

That all cheques drawn for amounts and other documents for the purposes "of the Firm shall be signed by both the Partners. Each Partner shall have the authority to receive all other cheques' individually in the name of the Firm.

- 12. That the profit and losses shall belong to be borne by the partners in equal shares.
- 13. That in the event of any increase in the capital agreed upon by the majority or unanimously by the Partners such additional capital unless otherwise agreed, shall be contributed by equal shares.
- 14. That the Partners may draw out in advance such sum or sums in each month as may be mutually agreed but, if on taking general accounts in any year, it appears that either partners has drawn more than his share of profits for that year. He shall refund the excess at once. The said withdrawal shall be started after expiry of six months.
- 15.Both the partners shall attend diligently to the business of the partnership and carry on the same for the greatest advantage of the partners, and neither of them shall be, directly or indirectly, engaged or interested in the same trade or business except that of the partnership.
- 16. That the Partners shall punctually pay and discharge their separate debts and liabilities, and shall indemnify and keep indemnified the Firm effectually against the same.
- 17. That no Partner shall, without the consent in writing of the other Partner 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.
- 18. That a Bank Account shall be opened in any reputed bank in the name of the firm and the said account shall be opened by both the partners jointly.

- 19. That the Partners shall keep and maintain proper books of account the books account, securities, vouchers, etc., shall be kept at the place of the business and be open to the inspection of each parties or his agent at all reasonable times with power to takes copies.
- 20. That on the 31<sup>sl</sup>, March and on that day of every succeeding year, during the continuance of the partnership, a general account of the preceding year shall be taken and a just valuation made of all the assets and liabilities of the Firm, such general account shall be audited by such registered accountant as the partners shall from time to time mutually appoint, and shall be entered in a book and signed by both the partners, and when so signed, the entries in such book shall be binding on all, provided that, if within month from the date of the signing of the book any manifest error shall be found therein, such error shall be rectified. All profits (after setting apart an amount equivalent to 10% thereof as Reserve Fund to meet emergent expenses) and loss shall be divided as aforesaid after such signature.
- 21. That the Firm shall not stand dissolved upon the death, retirement or insolvency of any partner, but upon dissolution in other cases it shall be wound up and the assets and liabilities dealt with in accordance with the provision of the Indian Partnership Act.
- 22. If any Partner infringes any one of the clause hereunder or becomes insane, or is adjudicated an insolvent, the other partner may forthwith determine the partnership by notice in writing, and may thenceforth continue the business alone and may publish notice of the dissolution in the Local Official Gazette and in Local vernacular newspaper,, and also inform the Register of Firms in

writing.

- 23. Upon the dissolution of the Firm either by death of partner or by notice under clause 21, the other partner .may purchase his share in the effects at a valuation to be made by arbitrators or their umpire as hereinafter mentioned. The price, when ascertained shall be paid by three (or etc.) equal installments at the end of four, eight and twelve calendar months (or etc.) from such date of the award by the continuing partner or purchaser, who-shall also execute all deeds and things necessary for indemnifying the outgoings partner or his estate from shall all the liabilities of the Firm, and the outgoing partner or his representatives shall execute all such deeds and documents and do all acts necessary for effectually vesting in the purchaser the share purchased, including the goodwill, and the outgoing partner shall not carry on, or be engaged in any business competing with or interfering with the business of the Firm, within a radius of 3 miles of, etc, during the remainder of the term of the said Partnership Firm.
- 24. That all notice required to be given to either partner hereunder shall be deemed to be duly served if addressed to such partner at the office of the firm and sent by registered post.

5. That the Nominee of the both aforesaid Partners is given below:

Sl	Name of the Partners	Nominees Name	Relation
No.	•		with
			Nominee
1.	Sri Alok Choudhuri	Smt. Devi Choudhuri	Wife
2.	Tapas Khan	Mousumi Khan	Wife

EGD. NO.

26. That any dispute or difference which may arise between NOTARY the partners or their representatives, with regard to the organism construction, meaning and effect of this deed or any GANAS part thereof or respecting the accounts, profits or losses of the business, or the rights and liabilities or the partners under this deed, or the dissolution or winding up of the business, or any other matter relating to the Firm, shall be referred to arbitration and the decision of a sole arbitrator, if the parties in dispute so agree, otherwise to two or more arbitrators, according to the number of the partners of the firm one to be nominated by each party or his representative and of difference -or opinion between them, by the umpire selected by them at the commencement of the reference and this clause shall be deemed to be a submission Arbitration Act, the of meaning within the its statutory modification and including 1940. re-enactment.

That the said Partnership Firm shall be governed under the indian Partnership Act, 1932.

witness whereof the parties to these presents have hereunto set and subscribed their respective hands the day, month and year first above written.

WITNESS:

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Signature of the First Partner

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2.

Signature Attested on Identific Signature of the Other Partner

A. K. Sinha, Notary
Alipore Judges/Police Court, Cal-27

and Na 608/1995 G

APR 2022 Days

Advocats 3



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THE 12 To DAY OF 190 20 20 22

Paper Writings 'A' & The Relative Notarial Certificate



A. R. Sinha
Advocate
ALIPORE POLICE / JUDGES COURT

NOTAR Govt. of India Regd. No. 608 / 95

### ADDRESSES

Alipore Police Court Room No—2 Telephone—2479-1068 Resi:
8A, Nakuleswar
Bhattacharjee Lane
Calcutta- 700026
Phone- 2463-6454

