

Sl. No. 26/ Date 24/9/2020.



NOTARIAL CERTIFICATE

(PURSUANT TO SECTION 8 OF THE NOTARIES ACT 1952)

TO ALL TO WHOME THESE PRESENTS SHALL COME,

I, **Marufa Khatoon**, Advocate, Alipore Judges' Court, duly appointed by the Government of India and practising as a NOTARY in the Kolkata Municipal Corporation Area in the District of Kolkata and South 24 Parganas in the State of West Bengal within the Union of India, do hereby declare and certify and attest that the Paper Writings collectively marked 'A' annexed hereto, hereinafter called the 'Paper Writings 'A' are presented before me by the executants(s);

Partnership Deed

Sri Bapi Das.

of 2/53, Netaji Nagar.

P.S. - Netaji Nagar, ATD

Sri Utpal Ghosh.

Hereinafter referred to as the "Executant(s)".
On this the.....day of **24 SEP 2020**
Two Thousand.....

The "Executant(s)" having admitted the execution of the "Paper 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 identity of the executants(s) and the said execution of the "Paper Writings A" and testify that said execution is in the respective hand(s) of the executants(s).

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

IN FAITH AND TESTIMONY WHERE OF

I, **Marufa Khatoon**, the said notary have hereunto set and subscribed my hand and affixed my Notarial Seal on this the **24 SEP 2020** day of 20

Marufa Khatoon

Marufa Khatoon
NOTARY

GOVT. OF INDIA
Regd. No. 13815/2018
Alipore Judges' Court
District - South 24 Parganas
Residence / Chamber :

10/2, Samsul Huda Road, Kolkata-700017
Mobile : 8777497178/ 9433448534/ 9123363722
E-mail : khatoonndamarufa@gmail.com

NOTARIAL STAMP





পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AD 763088



BEFORE THE NOTARY PUBLIC
ALIPORE JUDGES COURT
KOLKAT-27



: PARTNERSHIP DEED :

THIS DEED OF PARTNERSHIP made this 24th day of
SEPTEMBER, TWO THOUSAND TWENTY, Anno Domini,

24 SEP 2020

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7927

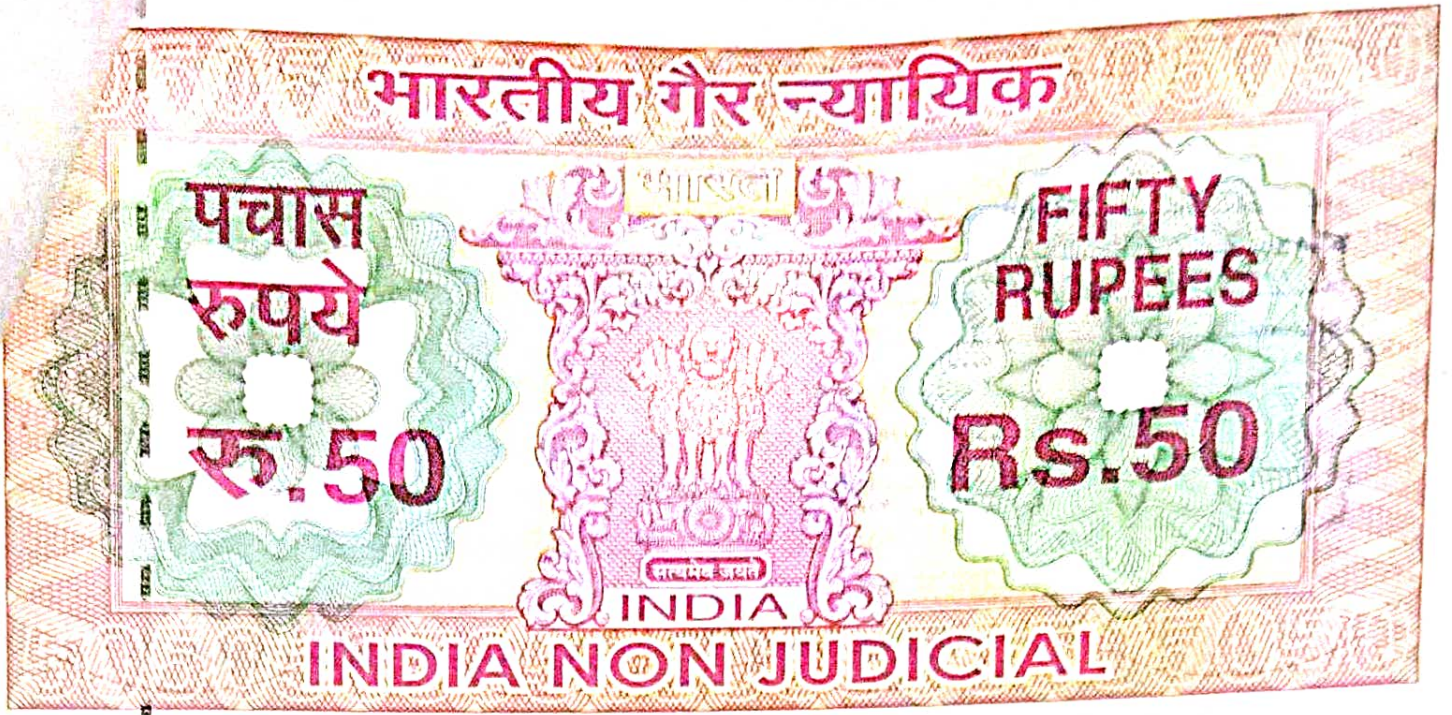
23.9.2020

Date _____
 Paid to Angel Nest
 of 2/59/1, Melaji Nagar, Kol-92
 Rupees 100

(Signature)
 Samiran Das
 Stamp Vendor
 Alipore Police Court
 South 24 Pgs., Kol-92

7927 - 100
 7928 - 50
150





पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AA 440731



BEFORE THE NOTARY PUBLIC
ALIPORE JUDGES COURT
KOLKAT-27



- :: 2 :: -

BETWEEN

SRI BAPI DAS, Son of Sri Bipin Das, PAN-AHFPD3158E, By Faith Hindu,
By Occupation- Business, residing at 2/53, Neaji Nagar, Police Station -
Netaji Nagar, Kolkata - 700092, District 24-Parganas (South),
hereinafter called the Party of the "FIRST PART".

24 SEP 2020

Das

Utpal Ghosh

23.9.2020

7928

Date _____
 Paid to Arundhati
2/50/18 Nelaji Nagar Kd-92
 Rupees 50

SD
 Samiran Das
 Stamp Vendor
 Alipore Police Court
 South 24 Pgs., Kd-92

- :: 3 :: -



: A N D :

SRI UTPAL GHOSH, Son of Sri Sukumar Ghosh, PAN - AFDPG8116P, Aadhaar No.500025297094, By Faith Hindu, By Occupation- Business, residing at 2/59/1, Netaji Nagar, Police Station-Netaji Nagar, Kolkata-700092, hereinafter called the Party of the "SECOND PARTY". {Each of them hereinafter called "THE PARTNERS" WITNESSETH AS FOLLOWS :-

W H E R E A S the Parties hereto of the First Part and Second Part SRI BAPI DAS, and SRI UTPAL GHOSH, are intending to run a Business under a Partnership between themselves under the name and style of "ANGEL NEST", having its office at 2/59/1, Netaji Nagar, Police Station-Netaji Nagar, Kolkata-700092, on the terms and conditions embodied in Partnership commenced on and from this day, the date of registration of this Deed of Partnership.

NOW THIS INDENTURE WITNESSETH and the Parties hereto hereby agreed and declared as FOLLOWS :-



: APPLICATION OF THE ACT :

1} The provisions contained in the Indian Partnership Act for the time being in force shall apply to the Partnership so far the same are not inconsistent or repugnant with the article herein mentioned.

: NAME AND COMMENCEMENT :

2} That the name and style of the Partnership Business shall be and shall continue to be "ANGEL NEST", and the object of the of the Partnership and Business of the Firm shall be purchase and sale of land, develop the land and building, supervise and dealing with the land in whatsoever manner collaboration and construction of Building owned by others and/or purchase land and/or with Building and of similar nature of works and/or other nature of works/business i.e. construction the proposed new building by way of joint venture to be decided by the Partners amicably.

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24 SEP 2020

Handwritten signature: Utpal Ghosh



- :: 4 :: -
: CAPITAL :

3} The initial capital of the Partnership Business shall be Rs.5,00,000=00 {Rupees Five Lakh} only out of which First Partner will invest Rs.2,50,000=00 {Rupees Two Lakh Fifty Thousand} only and Second Partner also will equally invest Rs.2,50,000=00 {Rupees Two Lakh Fifty Thousand} only. In case of further need of fund the Parties shall equally or as per mutual negotiation and secure the amounts so required on the terms and condition found fit and proper.

: MANAGEMENT :

4} The Business of the Partnership Firm shall be managed by the Parties in co-operation with each other and by mutual consent shall allocate their respective duties.

: REMUNERATION AND INTEREST TO PARTNERS :

5} That both the Partners shall actively be engaged in conducting the affairs of the Business of the Partnership Firm are hereby authorized and empowered to take equal permissible remuneration as law permits which will be determined by joint meeting. Provided, always that the total quantum of remuneration paid to both the working partners must be within the Limit specified in Section-40(b) of the Indian Income Tax Act, 1961.

: DRAWINGS :

The Partners shall be entitled to draw such sum of an amount of their respective shares of profit in the Partnership Business as mutually agreed upon. In case on taking of the account of the Partnership any partner shall be found to have drawn any amount in excess of his share of profit he shall have to refund the amount drawn in excess from the Partnership fund forthwith if not otherwise decided or settled by and between the partners.

: PROFIT AND LOSS ACCOUNT :

7} The net profit of the Partnership Business shall be divided between the Partners i.e. 50% of the First Partner and 50% of the Second partner and the Partners shall likewise bear the losses also including the loss of capital.



24 SEP 2020

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SRI BAPI DAS.	First Partner	50%
SRI UTPAL GHOSH.	Second Partner	50%

: ACCOUNTS :

8){a} The Partnership books of account shall be kept and maintained properly posted up-to-date and shall not be removed from the place of Business without the consent of both the Partners and each Partner shall have free access to the said books of account and other relative papers at all reasonable times during the Business hours and shall be at liberty to make such extracts there from as he may think fit.

{b} The accounting year of the Partnership shall be according to English Calendar year commencing from first day of January and ending of last day of December, every year. The account of the Partnership shall be taken yearly.

: BANK ACCOUNT :

9} The Banking accounts of the Partnership Firm shall have the option to open account or accounts with any of the Nationalized Bank or Banks to the credit of the Partnership Firm and the same will be operated under joint signature only of both the Partners i.e. withdrawal & deposit of any money. In case of demise of any Partner the surviving Partner shall not operate the Bank account under his single signature till the deceased partners heirs be nominated.

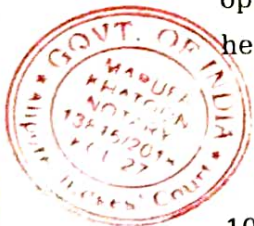
: DISSOLUTION AND TRANSMISSION :

10} The Partnership shall only be dissolved by mutual consent of the Partners as such the provisions of Section-43, of the Partnership Act, shall not apply. The cause of death or retirement of any Partner shall not have the effect of dissolving the Partnership. The surviving Partner shall have the right and authority to carry on the Business of the Partnership subject to admission of the heir/heirs and legal representative/ representatives or nominee/ nominees of the deceased partner in the Partnership unless otherwise settled

Bapi Das

24 SEP 2020

Utpal Ghosh





by and between the surviving partner and heir or heirs or legal representatives or nominee/nominees of the deceased Partner in the Partnership. Suspension or delay in this matter shall have no effect in carrying on the Business by the surviving partner in the Firm's name with full powers and authorities.

That on the death of any Partner the Partnership Business shall not terminate. The surviving Partner shall carry on the said Business with the heirs of the deceased Partner accepting him as Partner under the terms and conditions with the deceased partner in case the heirs are more than one then in such case the said heirs shall elect or nominate in written one from amongst them and such substituted partner shall be bound by all the terms and conditions of this Partnership Business but in that case the legal heirs of the deceased Partner except the nominated Partner shall have no right to interfere in respect of the Business affairs and/or claim or demand directly for her or his or their share. They may represent their claim or grievances through their nominated partner.



: RETIREMENT :

11} Any Partner during the continuance of Partnership may retire from the Partnership on giving one calendar month previous notice in writing of his intention to do so to the other partner at the expiration of such notice period the Partnership shall stand dissolved and the continuing partner shall have the right to carry on the business in the Firm's name. The retiring partner shall only be entitled to the amount that may be found due on adjustment of account taken upto the date of retirement and the said sum will be paid either at a time and/or by instalments on the terms as agreed between the retiring partner or partners and the continuing partner. The retiring partner shall have no claim on the goodwill of the Firm.

24 SEP 2020

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: LIMITATION OF POWERS :

No Partner shall without the consent of the other partner in writing do any of the under mentioned acts and deeds.

{a} To borrow any money for and on behalf of the Partnership Firm in the name of the Partnership Firm and/or pledge the credit of the Partnership or create any charge on the assets of the Partnership Firm in any form or manner whatsoever.

{b} Indulgence in any speculation.

{c} Lend or deliver on credit any of the nominees or goods of the Firm to any person whom the others should have in writing forbidden him to trust.

{d} Remit the whole or any portion of any debt or sum due to the Firm.

: FACILITIES :

12} The Partners shall be allowed interest on closing capital not exceeding 12% per annum as per Under Section-40(b) of the Income Tax Act, 1961.

: ASSIGNMENT OF SHARES :

No Partner shall have the right to sale and transfer and/or mortgage his share or interest in the Partnership Firm without the written consent of other Partner. In case any partner intends to do so he shall have offer the same to the other Partner who on having a notice to that effect shall get the valuation of the share assessed by an expert for the purpose of sale or mortgage as the case may be. The assessment so made by the expert shall be final and binding on the parties.

That each Partner shall have otherwise all the rights and liabilities as a partner under the Indian Partnership Act, 1932, and in view with Finance Act, 1992, and in all other matters for which no provision are in this presents the partners shall be guided and governed by the provision of the aforesaid Act, for the time being in force.

24 SEP 2020

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- :: 8 :: -



: ARBITRATION :

If at any time during the subsistence of the Partnership or on dissolution any dispute shall arise between the partners it shall be referred to a single Arbitrator in case the parties agree upon to two Arbitrators one to appointed by each party of difference. The Arbitrator or Arbitrators so appointed shall act according to the provisions of the Arbitration Act, now in force. In case of difference of opinion of the Arbitrators as to be nominated the decision of umpire to be nominated one amongst from will be final.

The Partners shall be able to take loan from any Nationalized Bank and/or L.I.C. and/or Government concern and/or any other Financial Institute with joint responsibility and regarding loan money the responsibility and liability will devolve upon all the Partners proportionately.

: POWER TO CARRY ON OTHER BUSINESS :

THIS INDENTURE FURTHER WITNESSETH and it is hereby agreed that every partner after rendering required duties for conducting the affairs of the Business shall have their right to carry on other Business for their respective gains at their respective responsibilities.



24 SEP 2020

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IN WITNESSES WHEREOF, the PARTIES hereto have set and subscribed their respective hands and seal on the day, month and year first above written.

SIGNED SEALED AND DELIVERED AT KOLKATA IN THE PRESENCE OF :

1... *Suhasini Chatterjee*
220, Rifle Club East
KOL-70.

SIGNATURE OF THE FIRST PART.

2... *Sumitra Roy*
147

SIGNATURE OF THE SECOND PART.

DRAFTED AND PREPARED BY ME.

{ ADVOCATE }

ALIPORE JUDGES' COURT, KOL-27.

TYPED BY ME.

{ TYPIST }



24 SEP 2020

Signature Attested on Identification

Marufa Khatoon
MARUFA KHATOON
Notary Govt. of India
Regd. No. 13815/2018
Alipore Judges Court

THE.....24 SEP 2020.....DAY
OF.....20.....

24 SEP 2020



PAPER WRITINGS "A"

&

THE RELATIVE NOTARIAL
CERTIFICATE

24 SEP 2020



Marufa Khatoon

ADVOCATE
& NOTARY

GOVT. OF INDIA

Regd. No.13815/2018

Alipore Judges' Court

Kolkata-700027

District-South 24 Parganas

West Bengal

Residence/Chamber:

10/2, Samsul Huda Road

Kolkata-700017

M: 8777497178/ 9433448534

9123363722

Email:

khatoondasmarufa@gmail.com

24 SEP 2020