

Sl. No. 14 of 24/01/2018

Notarial Certificate



TO ALL MEN THESE PRESENTS SHALL Come, I SARBANI MITRA appointed by the Government of India as a NOTARY being authorised to practice as such in the District of KOLKATA in the State of West Bengal within union of India do hereby verify, authenticate, certify, attest as under the execution of the instrument, do hereby declare that the paper writing collectively Market 'A' annexed hereto hereinafter called the paper WRITINGS "A" are presented before me by the Executants(S).

"Nixonan" at 302/19, Swarniji Sarani P.O. Shree Bhumi P.S. Laketown. KOL-700048.

Partners - one: and 1) Sri mainak Deb. and 2) Sri Saurav Basu.

herein after referred to as the executants (s) on this 24th day of January Two thousand Eighteen

The executant (s) having admitted the Execution of the "PAPER WRITINGS A" in respective hand (s) in the presence of the witnesses who as such subscribe (s) Signature (s) thereon and being satisfied as to the identity of the Executant (s) and the said execution of the "PAPER WRITING A" and satisfy 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.

Notarial Stamp on original

IN FAITH AND TESTIMONY WHEREOF I, the said NOTARY PUBLIC, have hereunto set and subscribed my hand and affix my Notarial seal of Office at Sealdah Court at Sealdah in the Dist. at Kolkata on this 24th day of January Two thousand Eighteen

SARBANI MITRA NOTARY

Govt. of India Regn. 5515/08

S. MITRA NOTARY Regd. No. 5515/08 Govt. of India SEALDAH COURT KOLKATA 24 JAN 2018



~ ~ ~ ~ ~

DEED OF PARTNERSHIP

SRI MAINAK DEY

A N D

SRI SAURAV BASU

Drafted By : -
(SUBRATA DAS)
Advocate, Sealdah Court
Kolkata - 700 014

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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



DEED OF PARTNERSHIP

(As per the Indian Partnership Act, 1932)

THIS DEED OF PARTNERSHIP is made in Kolkata, West Bengal, India, on the
1st day of January, 2018 (Two Thousand and Eighteen).

B E T W E E N

S. MITRA
NOTARY Regd. No. 5515/08
Govt. of India
SEALDAH COURT
KOLKATA

24 JAN 2018

ক্রমিক নং 133 তারিখ 21/11/18
মূল্য 100/- Subrata Das
Advocate
Sealdah Court
Kolkata - 700 014

ঠিকানা :-
হেতু :- Ranjita Das
লাইসেন্স প্রাপ্ত স্ট্যাম্প হেতু
কাশিপুর দফতর এ.ডি.এস. আর অফিস
বি

হেতুগের নাম - রঞ্জিতা পাল
উপকারির নাম :- ব্যারাকপুর
টি ডি নং :- 22 DEC 2017
স্ট্যাম্প বন্দিদের তারিখ 100000
এ টি. ডি. নং যেটি কত টাকার
স্ট্যাম্প খরিদ করা হয়েছে

W. 133. B 100/-
No. 124. B 57.
3157.



भारतीय गैर न्यायिक

पचास
रुपये

रु.50



FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL



SRI MAINAK DEY (PAN BCMPD6993A), son of Sri Babul Krishna Dey, by Faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 302/9, Swamiji Sarani, Post Office – Shreebhumi Police Station – Laketown, Kolkata – 700048, Dist. – North 24 Parganas, hereinafter referred to as the **FIRST PART.**

AND

SRI SAURAV BASU (PAN BGXPB6501M), son of Sri Sailendra Nath Basu, by Faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 79/1, T. C. Road, Post Office – New Alipore, Police Station – New Alipore, Kolkata – 700053, Dist. – South 24 Parganas, hereinafter referred to as the **SECOND PART.**


S. MITRA
NOTARY Regd. No.-5515/08
Govt. of India
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KOLIKATA

24 JAN 2018

ক্রমিক নং 130 21118
মূল্য 250 Subrata Das
Advocate
স্থান Sealdah Court
Kolkata - 700 014

স্বাক্ষর Subrata Das

বাইসেস প্রক্টর স্ট্যান্ড
কালি পুর দফতর এ.ডি.এস. আর অফিস
বি

ভেণ্ডারের নাম - রঞ্জিতা পাল

ভেণ্ডারের নাম - ব্যারাকপুর

ই.ডি.নং 22 DEC 2017

স্ট্যান্ড বরিসের তারিখ

ই.ডি.নং মোট কত টাকার

স্ট্যান্ড বরিস করা হয়েছে। 170000

10720157





THE FIRST, SECOND PARTS SHALL BE INDIVIDUALLY REFERRED TO AS A 'PARTNER' AND COLLECTIVELY REFERRED TO AS 'PARTNERS']

WHEREAS, the above-named PARTNERS have decided to start the partnership business of "Builders and Developer and General Order Suppliers" in the name and style of "N I R M A N" with effect from 2nd day of January, 2018 (Two Thousand and Eighteen) on the terms and conditions hereinafter mentioned and have desired to reduce the terms and conditions into writing. NOW the Parties are interested in forming a Partnership under the Indian Partnership Act, 1932, and that they intend to record the terms and conditions of the said formation.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. THAT a Partnership shall be carried on in the name and style of "N I R M A N" [hereinafter referred to as "the PARTNERSHIP"].
1. THAT the PARTNERSHIP shall have its Registered Office at 302/9, Swarniji Sarani, Post Office – Shreebhumi., Police Station – Laketown, Kolkata – 700048, Dist. – North 24 Parganas or at such other place or places, as shall be agreed to by the majority of the Partners from time to time. In the event of the business being carried out from the premises mentioned hereto, it is agreed and understood by the FIRST PART, SECOND PART that the said premises belongs to the FIRST PART and that the FIRST PART, SECOND PART shall not have any right, title or claim in the said premises or create any mortgage or lien thereon and shall at no point in time be entitled to claim any tenancy or occupational rights in the said premises either on their own or through this Partnership.
2. THAT the FIRST PART and SECOND PART shall be the Partners on the incorporation of the PARTNERSHIP.
3. THAT the FIRST PART and SECOND PART that the said premises belongs to the FIRST PART shall be the Designated Partners on the incorporation of the PARTNERSHIP.
4. THAT the initial contribution of the PARTNERSHIP shall be Rs 2,00,000/- (Rupees Two Lac Only) which shall be contributed by the Partners in the following proportions:

FIRST PART : 1,00,000/- (Rupees One Lac only)

SECOND PART : 1,00,000/- (Rupees One Lac only)

Profit Ratio is 50% for each partner.

Any further contributions, if required by the PARTNERSHIP, shall be brought by the Partners in such ratio as may be decided with the consent of all the

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Govt. of India
SEALD&P COMPT
KOLKATA

24 JAN 2018





- Partners from time to time OR with the consent of majority of the Partners from time to time.
5. THAT the PARTNERSHIP shall have a common seal to be affixed on documents as defined by Partners under the signature of any of the Designated Partners.
 6. THAT all the Partners are entitled to share profit and losses in the ratio of their respective contribution in the PARTNERSHIP.
 7. THAT the voting rights of all the partners shall be in the equal ratio.
 8. THAT the nature of business of the PARTNERSHIP shall be of "Builders and Developer and General Order Suppliers".

CONTRIBUTION :

9. THAT the Contribution of a Partner may be tangible, intangible, moveable or immovable property.
10. THAT the subject to approval of the both the partners, the PARTNERSHIP may call for bringing in additional amount of contribution from the existing partners in their profit sharing ratio, for meeting operational needs, working capital requirements and any other requirements.
11. THAT such increase in contribution shall be done by amending the PARTNERSHIP Agreement to this effect with the approval of both the partners and necessary compliance with all the requirements under the Act and Rules.
12. THAT the contribution brought in by each of the partners may be withdrawn, partly or fully, with the consent of the both the partners. AND THAT such withdrawal can be made ONLY by a Partner or his heirs or executors or administrators or legal representatives or assigns. AND THAT such withdrawal of contribution shall be followed by a suitable modification of the PARTNERSHIP Agreement with the consent of both the partners.

PROFIT-SHARING RATIO:-

13. THAT the profit of the PARTNERSHIP shall be shared equally among all the partners in the PARTNERSHIP.
14. THAT on introduction of a new partner in the PARTNERSHIP, the profit shall be divided equally among the new total number of partners in the PARTNERSHIP.

PARTNERS:-


S. MITRA
NOTARY Regd. No. -5515/CO
Govt. of India
SEAL/DAN COURT
KOLKATA

24 JAN 2018





Admission of a New Partner

15. THAT no Person or Body Corporate may be introduced as a new Partner without the consent of **both the partners**.
16. THAT consequent to admission of a new partner, the PARTNERSHIP Agreement shall be suitably modified with the consent of **both the partners**.

Resignation / Retirement of a Partner

17. THAT any Partner may cease to be a Partner of the PARTNERSHIP by giving a notice in writing in not less than 30 (Thirty) days, to the other Partners, of his intention to resign/retire as Partner.
18. THAT on the expiry of the notice period or at an earlier date at the discretion of continuing Partners, the resigning / retiring Partner shall cease to be a Partner in the PARTNERSHIP.
19. THAT the accounts of the PARTNERSHIP shall be taken as closed on the date of resignation / retirement / transfer of partner's rights to other person / persons other than existing partners, and the amount found due from or payable to the Resigning / Retiring Partner / Partner whose rights are being transferred, shall be paid or recovered within three months of the date of resignation / retirement. The business of the PARTNERSHIP with all its assets and liabilities shall be continued by the continuing Partners.
20. THAT consequent to the resignation / retirement of a partner, the PARTNERSHIP Agreement shall be suitably modified with the consent of **both the partners**.

Death of a Partner

21. THAT upon the death of any of the Partners herein the heirs or executors or administrators or legal representatives or assigns of such deceased Partner shall be entitled to and shall be paid the full payment in respect of the right, title and interest of such deceased Partner.
22. THAT on the death of any Partner, if his or her heir / heirs opt not to retain the position of the deceased Partner, the surviving Partners shall, only after the full payment in respect of the right, title and interest of such deceased Partner has been made to the heirs or executors or administrators or legal representatives or assigns of such deceased Partner, thereafter, alter the profit-sharing ratio strictly in accordance with Clause 15 of this PARTNERSHIP Agreement.
23. THAT consequent to the death of a partner, the PARTNERSHIP Agreement shall be suitably modified.


S. MITRA
NOTARY Regd. No.-5515/04
Govt. of India
SEALDAH COURT
KOLKATA

24 JAN 2018





24. The partners shall be entitled to interest on capital @12% per annum or at such other rate as may be mutually agreed upon or at such rate but not exceeding the rate as may be prescribed by the Income Tax Act in section 40(b) or such other statutory modifications or re-enactment thereof as may be in force from time to time, shall be payable on the amounts standing to the credit of opening capital accounts and or current accounts any capital introduced by the partner/s.

REMUNERATION:

25. All the partners shall be actively engaged in activity of the business of the firm and shall be eligible to draw remuneration either in installment/s or at a time in equal ratio from the amount mentioned here under. Initially after commencement of business activities, each Partner shall be remunerated with monthly salary of Rs. 5,000/- which may be subsequently enhanced by the terms mutually agreed by and between the three partners.

Be it mentioned here that remuneration will not be paid to partner/s who seized to work. The amount of remuneration payable to the partners in every financial year shall be as follows :-

| | |
|--|---|
| BOOK PROFIT | Amount deductible in respect of remuneration to partners under section 40(b) of the Income Tax Act as amended up-to-date with effect from the assessment year 2017-2018 |
| If book profit is negative | Rs.1,50,000/- |
| In Case Book Profit is Positive- On First Rs.3 lakhs of Book Profit On the balance of the Book Profits | Rs.1,50,000/- or 90% of book profit, whichever is more 60% of Book Profit |

26. The partners are at liberty to modify the remuneration payable to each of the partners in accordance with the provisions of the Income Tax Act-1961 with up to date amendment thereof. The remuneration/commission and or interest paid as above shall be a charge on the Profit & Loss Account of the partnership firm and the aggregate of the same shall not exceed the deduction limit allowable under section 40(b) of the Income Tax Act amended up to date.


S. MITRA
Notary Public, No. 5515/08
Govt. of India
SEALDAH COURT
KOLKATA





BORROWINGS:-

27. THAT the partners of the firm may borrow from time to time after taking written consent from the other partner from individuals, firms, companies or banks or organizations, such money as may be required for the purpose of the business of the firm only.

BANK ACCOUNT / OPERATIONAL PROCEDURES:-

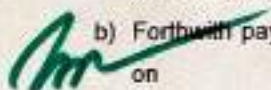
28. That the Partnership firm shall open Current Account preferably with any nationalized Bank/s as the partners may from time to time mutually agreed upon. However, the said Current Account shall be operated jointly by any two Partners of (1) Sri Mainak Dey and (2) Sri Saurav Basu. A written resolution in this regard shall be signed by all the partners and to be submitted to the concerned Bank/s along with "KYC Forms" at the time of opening current account in the name of the aforesaid partnership firm for all effective banking operational procedures.

ACCOUNTS:

- 29. THAT the accounts of the partnership firm shall be taken annually on 31st March every year.
- 30. THAT the books of accounts of the partnership firm shall be kept in the safe custody at its head office and each partner shall have free access over them.
- 31. THAT the firm shall maintain accounts on day to day basis and profit or loss will be determined on the end of the year. The Profit or loss will be determined taking all the income and receipts and all the expenditure and out goings of the firm. The Balance Sheet will also be prepared at the end of the year which shall be signed by all the partners in token of their acceptance. The said duly signed final accounts shall be duly audited by any qualified chartered accountant as may be mutually settled by the partners.

STIPULATIONS:-

- 32. THAT each partner shall :
 - a) Punctually pay his separate debts and indemnify the other partner and the assets of the form against the same and all expenses of account thereof.
 - b) Forthwith pay all money, cheques and negotiable instruments received by him


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S. MITRA
NOTARY Regd. No. 5515/08
Govt. of India
SEALDAH COURT
KOLKATA

24 JAN 2018





- c) Render proper explanations of all matters relating to / affecting the affairs of the partnership firm and offer every assistance in his powers in carrying on business for mutual advantage of all the partners.
- d) Be just and loyal to the firm and to the partners in all transactions relating to the firm and shall at times give to the firm a just and proper explanation and account of the same without any concealment of or suppression of and shall furnish on request a full and correct explanation thereof to the partners.
- e) Devote his time and attention to the interest of the partnership firm.

BANK ACCOUNT / OPERATIONAL PROCEDURES

- 33. THAT the Partnership firm shall open current account with any commercial bank or banks as the partners may from time to time as agreed upon and the same shall be operated by the parties hereto as mutually agreed upon.
- 34. THAT no individual partner of the firm shall without the consent in writing of the other partner be entitled to-
 - a) Admit any liability in a suit or proceedings against the firm.
 - b) Compromise or relinquish any claim or portion of a claim by the firm
 - c) Transfer immovable or movable property belonging to the firm
 - d) Lend to any outsider any money belonging to the firm.
 - e) Take a lease or acquire immovable or movable property on behalf of the partnership firm.
 - f) Appoint any employee in or dismiss any employee of the firm.
 - g) Operate bank account of the partnership firm in his own name
 - h) Have dealings or give credit on behalf of the firm to any person or business house whom any other partner has decided not to deal with and trust.
 - i) Withdraw a suit or proceedings filed on behalf of the firm.
 - j) Assign, mortgage or charge his share of interest in the firm wholly or in part to any outside
 - k) Engage or be concerned or interested either directly or indirectly in any other similar business or occupation.
 - l) Become bail guarantor or surety for any person or do or knowingly suffer anything whereby the partnership property may be endangered.
 - m) Draw or accept or endorse any bill of exchange or promissory note on account of the partnership firm

AND THAT any partner committing any breach of any of the foregoing stipulations shall indemnify the partnership firm and / or other partners from all

S. MITRA
NOTARY Regd. No.-5513/08
Govt. of India
SEALDAH COURT
KOLKATA

24 JAN 2018





losses and expenses incurred or to be incurred by the firm and/or other partners in that respect.

35. THAT no partner shall during the continuance of this partnership carry on any business of the same nature and competing with that of the firm nor shall any partner derive any profit for himself from any transaction of the firm or from the use of the property or business of the firm. For the purpose of this clause the property of the firm includes all money brought by the partner hereto as capital in the firm, all property and rights and interest in property acquired by purchase or otherwise by or for the firm or for the purpose and in the course of the business of the firm and also the goodwill of the firm. Any of the four partners or more or all shall represent this Partnership firm at the Income Tax Office, Sales Tax Office, Insurance Offices, Service Tax Matter-Central excise Office, Local Municipal Office or any other offices for all sort of official procedures / dealings / transactions / write-ups / submission / written statement etc.

MISCELLANEOUS

36. **Arbitration:** THAT if any disputes shall arise amongst partners hereto in respect of the conduct of the business of partnership or enforcement of any of the terms and conditions of the Deed or in respect of any other matter cause or things whatsoever to herein otherwise provided for adjudication to the Arbitration and Conciliation Act, 1996 or any statutory amendment or modification or re-enactment thereon for the time being in force whose decision shall be binding on the parties and their legal representatives.
37. **Alteration or Additions of Any Clause of this Deed:** THAT notwithstanding anything stated or provided herein the parties shall have full powers and discretion to modify, alter or vary the terms and conditions of the partnership deed in any manner think fit by mutual consent which shall be reduced to writing shall become appendage and part of this deed.
38. **Dissolution:** THAT on dissolution of the partnership a full and general (audited) account shall be taken of all money, stock in trade, debts and assets that belonging or due to the partnership including capital, such account shall be made up within reasonable time and the amount payable to each partner shall be paid to him.
39. **General:** THAT in all respects other than those provided hereinbefore, this partnership deed shall be governed by the doctrine of the Indian Partnership Act 1932.


S. MITRA
NOTARY Reg. No. 5515/08
Govt. of India
SEALDAH COURT
KOLKATA

24 JAN 2018





IN WITNESS THEREOF the parties hereto have executed this deed of partnership at Kolkata on the 1st day of January, 2018, first above written in the presence of witnesses.

WITNESSES:

1.



[Handwritten Signature]
NIRMAN
SIGNATURE OF FIRST PART

2.

[Handwritten Signature]
NIRMAN
SIGNATURE OF SECOND PART

Drafted By : - *[Handwritten Signature]*
(SUBRATA DAS)
Advocate, Sealdah Court
Kolkata - 700 014

[Handwritten Signature]
S. MITRA
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Govt. of India
SEALDAH COURT
KOLKATA

24 JAN 2018



24 JAN 2018

THE DAY OF 20

PAPER WRITINGS 'A'
&
THE RELATED
NOTARIAL CERTIFICATE



SARBANI MITRA
B.Com., LLB, Advocate

&

NOTARY
Govt. of India

Registration No. 5515 / 08

SEALDAH COURT
ROOM NO. - 202

RESIDENCE & CHAMBER :

21/2, DR. NAGEN GHOSH LANE
DHAKURIA, KOLKATA - 700 031

Phone : 9433358562
9748675058

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24 JAN 2018