

Samarendra Nayak

B. Sc., L.L.B.

Notary Public, GOVT. OF WEST BENGAL

Durgapur, Burdwan

Professional Address :

Durgapur Court

Durgapur, Burdwan

Pin - 713 216

Notarial Certificate

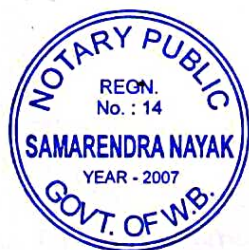
(Pursuant to section 8 of The Notaries Act. 1952)

TO ALL TO WHOM THESE PRESENTS shall come, I, Samarendra Nayak, 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 deed of

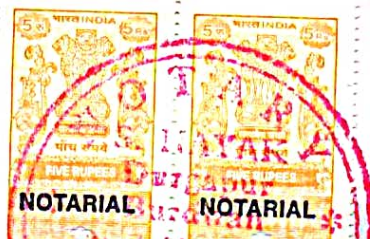
Partnership executed between Tapu Das and Samit Banerjee n.d. by D. Adv.

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.

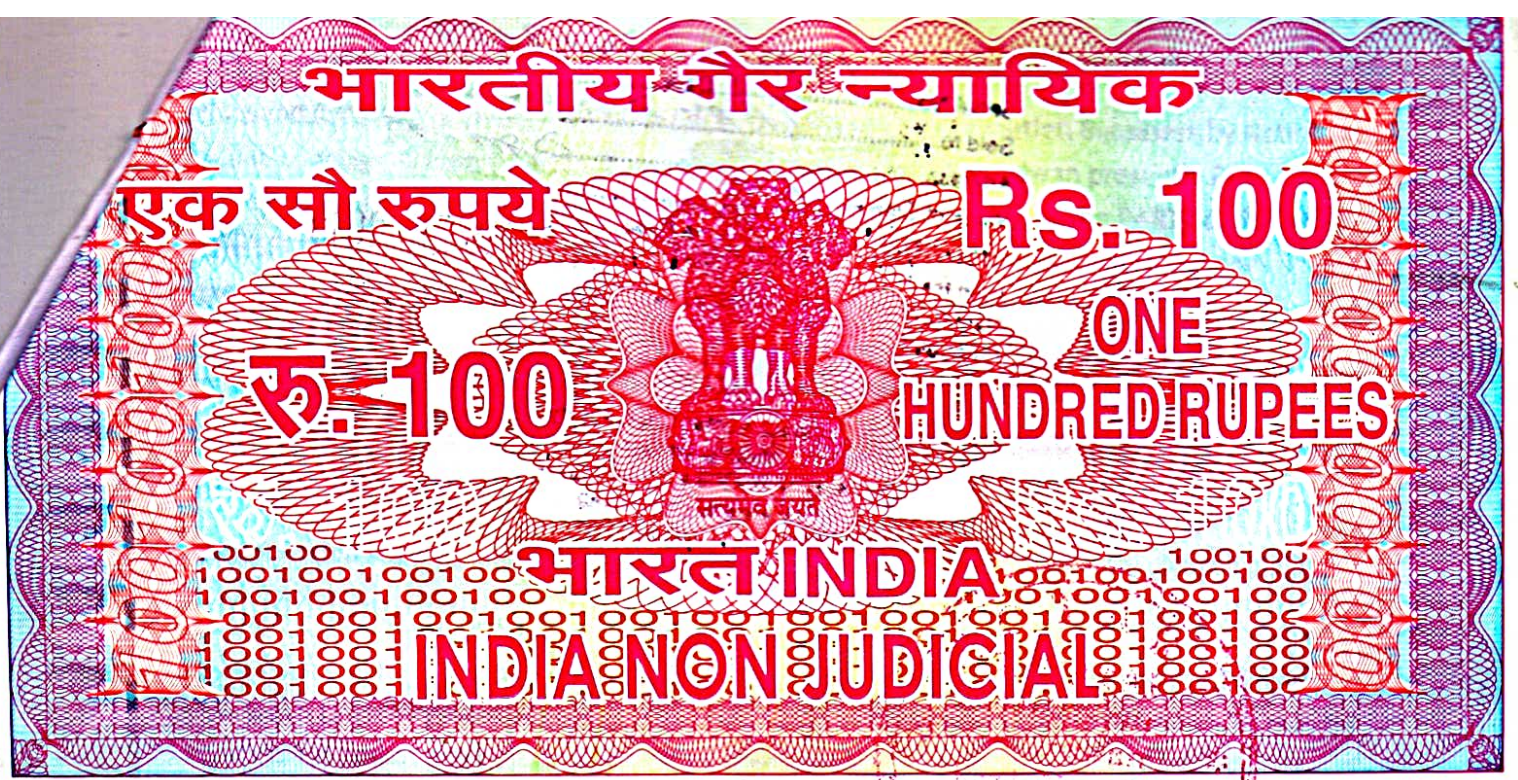


IN FAITH AND TESTIMONY WHERE OF being required of a NOTARY, I the said notary do hereby subscribe my hand and affix my seal of office at Durgapur on this the30th..... day ofSept..... in the year of Christ 2019

Samarendra Nayak
Samarendra Nayak, Notary
Durgapur Burdwan, W.B.
Regd. No.-14/2007
Samarendra Nayak
NOTARY



30 SEP 2019



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



Z 960005

ANNEXURE-"A"

PARTNERSHIP DEED OF ARADHYA SPACE DEVELOPER

THIS DEED OF PARTNERSHIP made this the 30th day of Sept.,2019

BETWEEN,

1.MR TAPU DAS son of Mr.GopinathDas,by faith-Hindu,by occupation-Bussiness resident of D-1/1,Vidyasagar PallyP.O.Benachity,P.S-Durgapur,District-Burdwan presently Paschim Bardhaman,PIN-713213.West Bengal,India here in after called or referred to as the PARTY or PARTNER hereto of the FIRST PART (which expression shall unless excluded by or repugnant to the context include his heirs,executorsrepresentatives,administrators and assignees).



Samarendra Nayak, Notary
Durgapur Burdwan, W.B.
Regd. No.-14/2007

30 SEP 2019

AMIT BANERJEE Son of Debashish Banerjee, by faith Hindu, by occupation Business, by Nationality –
resident of village & Post-Fuljhore, & P.S.-New Township, District-Burdwan presently Paschim
Bardhaman, PIN-713206, West Bengal, India herein after called or referred to as the PARTY or PARTNER
hereto of the SECOND PART (which expression shall unless excluded by or repugnant to the context include
his heirs, executors, representatives, administrators and assignees).

NOW THIS DEED OF PARTNERSHIP WITNESSETH AS FOLLOWS

The Partnership business shall be carried on under the name and style of **ARADHYA SPACE DEVELOPERS** and
it shall be a partnership at will.

1. The said partnership shall be deemed to have commenced on and from the 29th day of April, 2018 as
agreed by the partners.

2. The principal place of business is situated at B2/1, Tapoban Abasan 54ft Road, Benachity Durgapur
, District –Burdwan presently Paschim Bardhaman, PIN-713213, West Bengal, India and branch/as may be
opened at any place and at any time as required by the partners.

3. The business of the firm will mainly be **Promoters, Builders and Developer** and such other business, as the
partners, may decide among themselves from time to time.

4. The Capital of the partnership business shall be contributed by the partners as and when required, and as
may be mutually agreed by them.

5. It is agreed by and between the parties hereto that simple interest at the rate of 12% per annum or at
such other rate or rates as may be prescribed u/s. 40(b)(iv) of the Income Tax Act, 1961, or any other
applicable provision as may be in force for the Income Tax assessment of the partnership firm for the
relevant accounting period shall be payable by the partnership on the amount standing to the credit of the
capital and/or current or loan account or accounts of the partners. If there is any debit balance in the account
of any partner, interest at the above rate shall be payable by him. The partners shall be at liberty to increase
or reduce the above rate of interest from time to time.

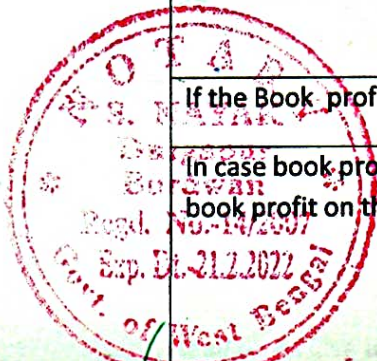
6. a) It is agreed by and between the parties hereto that the following partners (here in after referred to as
'working partners') shall devote their time and attention to the business of the partnership, as the
circumstance and business needs may require:

i) **MR TAPU DAS**

ii) **MR AMIT BANERJEE**

b) The total remuneration payable to the working Partners shall be worked out as under:-

Book Profit of the firm	Working partners remuneration expressed as percentage of the Book Profit.
If the Book profit Negative	Rs.1,50,000
In case book profit is positive on first 3 lakh of book profit on the balance of the book profit	Rs.1,50,000/- or at the rate 90 per cent of the book-profit, whichever is more. 60 per cent of the book profit.



Total remuneration shall be shared by the Working Partners in the following ratio:-

MR TAPU DAS	50%
II)MR.AMIT BANERJEE	50%

d)The partners shall be entitled to increase or reduce the above remuneration and may agree to pay remuneration to any other partner or partners.

7.The partners shall be entitled to modify the above terms relating to interest,remuneration etc.payable to the partners by executing a supplementary deed and any such deed when executed shall form part of this deed of partnership.

8.The profits and /or losses of the firm determined in accordance with the provisions contained herein after and after providing for interest and remuneration payable to partners,depreciation ,all outgoings and provision and statutory and commercial reserves required for the business purposes shall be apportioned or divided between the partners'as under:-

I) MR TAPU DAS	50%
II)MR.AMIT BANERJEE	50%

9.(a)A partner shall not draw any amount more than the share of his profit outstanding or amount standing to the credit of his account unless agreed to by the other partner(s).If at the end of the year after a profit and loss account is prepared ,it is found that any partner has drawn more than his share of profit or any amount is standing debit to his name on account of share of loss or over drawings of any other account whatsoever,he shall refund the same to the partnership firm immediately unless otherwise mutually agreed.

(b)All credits and debits of partners shall carry interest at the rates as mutually agreed upon by the partners from time to time.

10.The books of accounts of the partnership shall be maintained and shall at all times be kept at the principle and /or branch offices etc. of the partnership and shall not be removed without the consent of the other partner except when required by law or a Government authority or business purposes .The same shall be closed on 31st March every year.

11.The papers,documents ,accounts,etc of the firm shall remain open for the inspection by the partners or their duly authorized agent at all reasonable hours of the day.

12.The Bankers of the Partnership shall be such banks as the partners may from time to time decide and agree upon and both the partner jointly shall be entitled to operate the bank accounts with current or cash credit or overdraft etc.

13.The business of the partnership shall be such carried on under the supervision of the parties hereto and each partner shall:

i)*Be just and faithful to the others in all transactions relating to the partnership.

ii)Punctually pay all his separate debts and indemnify the other partner and assets of the firm against the same and all expenses on account thereof. .

III)At all times give to the other a just and faithful account of all transactions and also upon every reasonable

The partners by mutual agreement shall be entitled to borrow money for the business of the partnership from any financial institution, bank, company, firm or individual as they may deem fit on such terms and conditions as they may deem fit including by mortgage or charging the assets and rights of the partnership.

b) The partners may by mutual agreement execute Power of Attorney in favour of such person or persons as they may deem fit and may revoke any power or Attorney so given or granted.

16. No partner shall assign or transfer his share in the partnership firm without the written consent of the other partner(s).

17. **RETIREMENT:** a) Any partner can retire by giving 15 days notice in writing to the other partner of his intention of retirement or in any other manner to which all the partners may agree in all cases of retirement the retiring partner shall not be entitled to any goodwill.

b) That in the event of death of any partners the legal heir of the deceased partner will be stepped into the place of the deceased partner without break or dissolution.

18. A retiring partner shall execute such documents as are necessary or required by the continuing partner(s) to carry on the partnership business and realize its assets (Smoothly). But the retiring partner shall have the absolute discretion for executing the aforesaid papers if his shares of accumulated profits or amounts standing to the credit of his account are not paid of in accordance with the terms mutually agreed upon.

19. **ALTERATION OF THE TERMS:** Any of the terms may be varied, altered, amended or substituted or added by the mutual consent of the partners.

20. **ADMISSION OF NEW PARTNERS:** The parties hereto by mutual consent can take one or more partners.

21. **DISPUTES:** Whenever there be any difference of opinion or any dispute between the partners, the partners shall refer the same to an arbitration of one person. If, however, they do not agree to one such arbitrator. It may be referred to an arbitration of persons, one being appointed by each partner, whose decision shall be binding on all the partners. Such arbitration proceeding shall be governed by Indian Arbitration Act in force at the time of referring the dispute to arbitration.

22. **DISSOLUTION:** The firm shall not be dissolved on the death, insanity, or insolvency of any partner, but shall continue to exist with the legal heirs of such deceased, insane or insolvent partner. The firm shall not be dissolved unless & until all debts and loans taken from banks & financial institutions has been repaid in full.

23. **APPLICATION OF PARTNERSHIP ACT:** Save and except as provided here in before the provisions contained in the Indian partnership Act 1932 shall apply.

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hand and seals the day, month and year first above written.

SIGNED, SEALED AND DELIVERED AT DURGAPUR BY THE ABOVE NAMED PARTIES IN THE PRESENCE OF:

WITNESSES:

1)

1. Tapu Das

(MR TAPU DAS)

2)

FIRST PART

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