



# Notarial Certificate

TO ALL TO WHOM THESE PRESENTS SHALL COME I, TAPANKUMAR DEY, 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 Writings A" are presented before me by the executants (s).

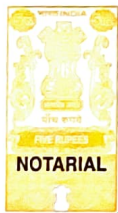
M/s Nigam Associates of  
1st floor, Premises No. 45F/1C,  
Mondra Baidyapadaya Saram,  
Regent Park, Kolkata-700040

hereinafter referred to as the "executant (s)" on this the 20<sup>th</sup> day of August, Two thousand Nineteen.

The "executant (s)" having admitted the execution of the "Paper Writing 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 Writings 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 20<sup>th</sup> day of August 2019.



Notarial Stamp

TAPAN KUMAR DEY

Notary

Govt. of India

Alipore Judges & Criminal Court

Kolkata - 700 027

Regd. No. 1537/2000

Dist. - 24 Parganas

Off. : Alipore Criminal Court

Bar Association (1st Floor)

Kolkata- 700 027

Ph. : 2479 1068

Resi.: Amulya Bhavan

, Seventh Street, Modem Park

Antoshpur, Kolkata - 700 075

Ph. : 2416 1861

9830314080 (T. K. Dey)

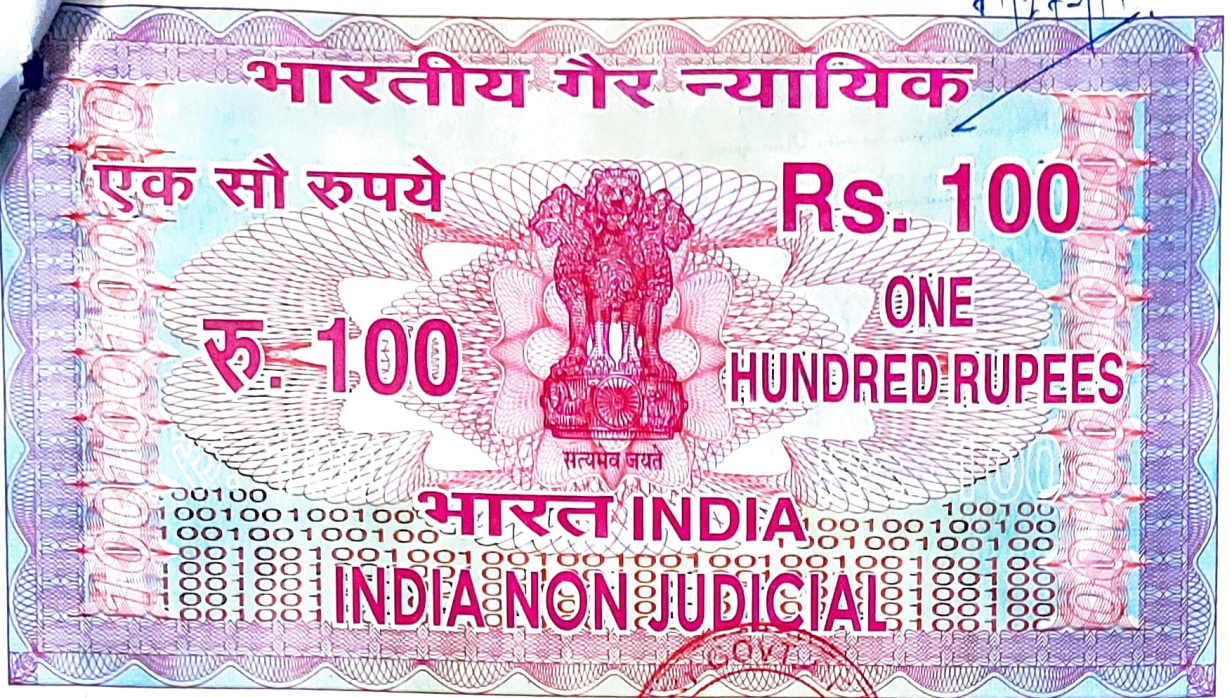
9831109694 (Sujit)

20 AUG 2019

TAPAN KR. DEY  
NOTARY  
Alipore Judges & Criminal Court  
Calcutta-700 027  
REGD. NO. 1537/2000



20/8/19



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

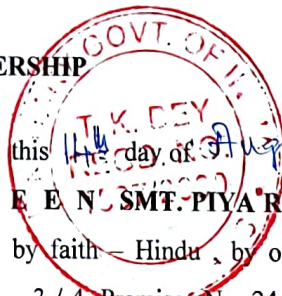


AB 571602

Before the Notary Public at Alibore / Kolkata

Kantala Dutta  
Piya Roy

DEED OF PARTNERSHIP



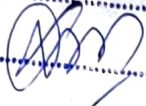
THIS DEED OF PARTNERSHIP made this 14th day of August Two Thousand and Nineteen A.D. BETWEEN SMT. PIYA ROY wife of Sri Indrajit Roy, ( PAN AGKPR8446F ), by faith - Hindu, by occupation - Business, at present residing at Flat No. A - 3 / 4, Premises No. 24, Mandiville Gardens, P.O - Ballygunge, Police Station - Gariahat, Kolkata - 700 019, hereinafter referred to as the PARTY of the FIRST PART.

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No. 3247 Dt. 29/3/19 100/-

Name S. M. Dutta Adv

Address Alipore

Vendor 

L. K. DAS  
Licenced Stamp Vendor  
Alipore Criminal Court

100/-  
50/-  

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150/-





भारतीय गैर न्यायिक

पचास  
रुपये  
रु. 50



FIFTY  
RUPEES  
Rs. 50

INDIA NON JUDICIAL

पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL

Y 080466



*Kuntala Dutta*  
*Piya Roy*

A N D



SMT. KUNTALA DUTTA wife of Sri Subir Kumar Dutta, ( PAN AFKPD6054Q ) , by faith – Hindu, by profession - Business, residing at First Floor, Premises No. 45F/1C, Manick Bandopadhyay Sarani, Post office and Police Station - Regent Park, Kolkata - 700 040, hereinafter referred to as the PARTY of the SECOND PART.

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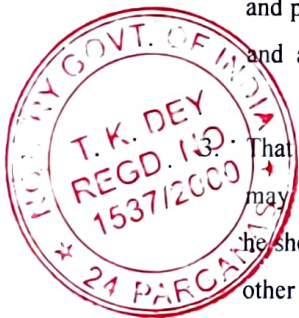
**WHEREAS** the **FIRST** and **SECOND**, part hence joined together to run a partnership business and hereinafter referred to as "**PARTNER**".

**AND WHEREAS** the above parties have decided to carry on a business under the name and style of **M/S. NIRMAN ASSOCIATES**, having its registered office at First Floor, Premises No. 45F/1C, Manick Bandopadhyay Sarani, Post office and Police Station – Regent Park, Kolkata – 700 040 or at such other places as may be mutually decided upon by the Partners of the said Firm.

**AND WHEREAS** the parties deem it proper to reduce all the terms and conditions of which they have agreed to work in Partnership with effect from 15.08.2019 onwards and shall continue at will to writing by means of Deed of Partnership.

**NOW THIS INDENTURE WITNESSETH** and the parties hereto hereby agree as follows :-

1. That the name of the firm shall be **M/S. NIRMAN ASSOCIATES**, a Partnership Firm having its registered office at First Floor, Premises No. 45F/1C, Manick Bandopadhyay Sarani, Post office and Police Station – Regent Park, Kolkata – 700 040 or at such other places as the Partners deem fit and proper. That the Partnership shall be deemed to have commenced on and from 15.08.2019.
2. That the business of the Partnership will be construction and development of land and promotion, order supplier, interior work and such other business of like nature and all the terms and conditions of the Partnership shall apply to them.



That the Partnership shall be at will and will be continuous so long as the Partners may desire. In case any Partner should desire to retire from the said Partnership, he/she shall give at least three calendar months notice in writing to this effect to other Partner. In case of death of one of the Partners, other Partner will be entitled to continue and carry on the business of the said firm and business and the heirs or legal representative of the deceased Partner may become Partner on the same terms

*Kumkela Dutta*

*Piya Roy*

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and conditions as were applicable to the deceased Partner unless otherwise as agreed upon.

4. The capital of the firm shall presently consist of a sum of Rs.10,000.00 (Rupees Ten thousands ) only to be initially contributed each of the aforesaid two partners that is to say :-

a. SMT. PIYA ROY	:	Rs. 5,000.00
b. SMT. KUNTALA DUTTA	:	Rs. 5,000.00

5. That the parties hereto shall participate in the profit and losses of the Partnership as ascertained from year to year as follows :-

(i) SMT. PIYA ROY	:	50%
(ii) SMT. KUNTALA DUTTA	:	50%

7. That each Partner shall be entitled to interest at the rate of 18% percent per annum on the capital standing to his credit in the books of the firm to be paid at the first instance out of the gross profits except when the firm suffers any loss, such interest being cumulative the deficiency for one year will be made up out of the profits for the succeeding year or years.

8. The Partners shall devote their whole time and attention to the management of the said business and shall receive a salary of Rs. 5000-00 per mensem, but if on taking general accounts in any year, it appears that any partner has drawn more than his/her share of profits for that year, he/ she shall refund the excess at once.

9. That all the expenses relating to the payment of interest , salary , commission etc. paid or credited to the Partners shall be debited to profit and loss account of the firm taken into consideration in arriving at the net divisible profit or loss amongst the Partners.

*Kuntala Dutta*

*Piya Roy*





10. Both the Partners shall attend diligently to the business of the partnership and carry on the same to the greatest advantage of the Partners.

11. That no Partner shall without the written consent of other Partner :-

- a) Acknowledge a debt so as to extend the period of limitation against the firm
- b) employ and money, goods or effects belonging to the partnership or engage credit thereof in any manner except on account and for the benefit and interest of the said firm ;
- c) Except in ordinary course of business , give any security or promise for payment on money on account of the firm ;
- d) Assign, charge, transfer, mortgage or otherwise alienate his/her share in the firm.

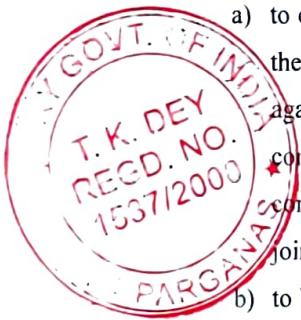
## 12. BANK OPERATION

That both the Partners as mutually decided upon be entitled :-

- a) to open and operate account (s) with any Nationalised Bank(s) or any Bank as per the choice of the Partners and to secure and arrange overdrafts from any bank(s) against security of goods and stock-in-trade or otherwise on such terms and conditions as they shall think fit and to sign all papers and documents in connection therewith. The Bank account shall be operated by both the Partners jointly.
- b) to borrow money and raise loans from any person , State or Central Government , Financial Corporation or any other Public or Private body or Bank ;
- c) To sign , draw , accept , negotiate , pay, satisfy or receive any bills or exchange, promissory notes , cheques , orders for payment or delivery of money, security or

*Kuntala Dutta*

*Priya Roy*

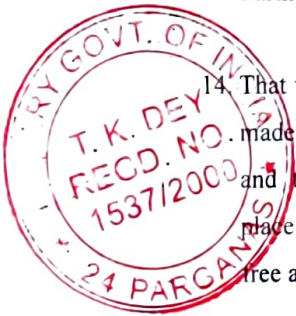




other negotiable instruments for and on behalf of the firm in the usual course of business :

- d) To ask , demand , sue for recovery and receive whether in cash , cheque or any other mode from any Government department , private establishment or Local Authority all moneys , dues, articles and things , which shall become due , owing and payable to or recoverable by the firm on any account and to give an effectual receipt or discharge for the same ;
- e) To apply for all kinds of licenses and to secure them and also to apply for and to appear before the authorities for the same and to sign all papers in this connection ;
- f) To sign, execute and enter into all sorts of contracts, engagements and agreements appertaining to the business of the firm with any Government body, private establishment or local authority ;
- g) To submit any dispute relating to the business of the firm to arbitration.
- h) Compromise or settle any debt due to the partnership and to grant discharges thereof ; and
- i) To act on behalf of the firm generally.

13. That the stock -in-trade ,capital and property of the said partnership as well as of a Partner shall in no way be liable for the personal debt of other Partner.



14. That the Partners shall maintain regular books of accounts and proper entries shall be made therein of all receipts , payments , transactions and properties of the partnership and the said books or accounts , all receipts , papers and writings shall be kept at the place of business of the partnership firm and every partner or his/her agent shall have free access at all reasonable times to read , inspect , examine and copy the same.

15. That at the end of each financial year on 31<sup>st</sup> March the books of accounts shall be closed and profit and loss account shall be drawn up and profit ascertained for the year , shall be distributed amongst the partners according to their respective shares as laid down hereinbefore .In case of loss they shall bear the same according to their

*Handwritten signature*

*Handwritten signature: Piya Roy*

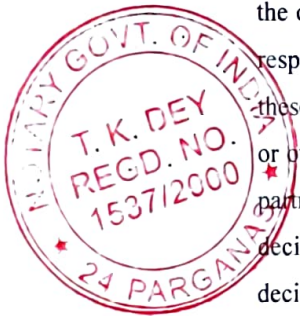
20 AUG 2019





respective shares as laid down hereinbefore . In case of loss they shall bear the same according to their respective shares .

16. 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 provisions of the Indian Partnership Act.,1932.
17. That if any Partner infringes any one of the clauses 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.
18. That upon the dissolution of the firm either by death of a partner or by notice , the other Partner may purchase his/her shares in the effects at a valuation to be made by arbitrators or their umpire as hereinafter mentioned.
19. That all disputes and differences regarding the Partnership which may arise during the continuance of the Partnership business or thereafter between the partners or their respective representatives of heirs with regard to the construction or interpretation of these presents or as to the conduct of the business or touching the rights and liabilities or other interest of the partners or as to any other things or matters relating to the said partnership including its dissolution or winding up or its assets or business, shall be decided by arbitrators one to be appointed by each of the partners hereto and the decision taken by such arbitrators shall be final and binding on all the parties hereto and their respective representatives/heirs.
20. That all or any of the terms and conditions of this Deed may be modified , altered or varied and any new terms and conditions may be added to expressed either in writing or implied from conduct on mutual agreement by and between the partners following the rules and regulations of the Indian Partnership Act, 1932.



*Manjula Datta*

*Priya Roy*

20 AUG 2019



IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands seals on the day, months and year first above written

SIGNED, SEALED AND DELIVERED  
BY THE WITHIN NAMED PARTIES  
IN THE PRESENCE OF :

WITNESS :

1. *Soadeep Roy*  
*Alipore Police Court*  
*Kol 27*

PIYA Roy  
FIRST PARTY

2) *Ranjana Das,*  
*Alipore Police Court*  
*Kolkata-27*

*Kuntala Dutta*

SECOND PARTY



20 AUG 2019

Signature Attested  
on identification

T. K. DEY, Notary  
Alipore Judge Police Court, Cal-27  
Regd. No-1537/2000, Govt. of India

DRAFTED BY *Identified by me*  
*Subir Kumar Dutta*  
SUBIR KUMAR DUTTA Advocate  
Advocate.

Alipore Civil & Criminal Court  
Kolkata - 700 027.

20 AUG 2019

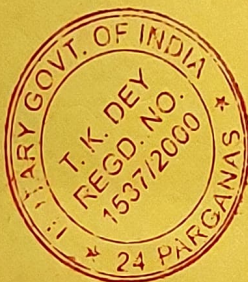


20 AUG 2019  
THE.....DAY OF.....

**Paper Writings 'A'  
&  
The Relative Notarial  
Certificate**

**Tapan Kumar Dey**

Advocate  
ALIPORE JUDGES & CRIMINAL COURT



**NOTARY**

Govt. of India  
Regd. No. 1537/2000

**ADDRESSES**

Chamber:

"HEMANTABHA APARTMENT"  
63, Santoshpur Avenue  
Kolkata- 700 075 Mobile :  
9830314080 (T.K. Dey)  
9831109694 (Sujit)

Office:

ALIPORE CRIMINAL COURT  
Bar Association (1st Floor)  
Kolkata- 700 027  
Phone : 2479-1068

Residence:

"AMULYA BHAVAN"  
10, Seventh Street, Modern Park  
Santoshpur, Kolkata-700 075  
Phone : 2416-1861