

## Sourin Das

BALLB,

Notary Public, GOVT. OF WEST BENGAL Durgapur, Paschim Bardhaman

Professional Address: Durgapur Court Durgapur- 713216

Paschim, Bardhaman (W.B.)

## **Notarial Certificate**

(Pursuant section 8 of The Notaries Act 1952)

TO ALL TO WHOM THESE PRESENTS shall come, I, Sourin Das 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 Dead Dobucen.
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PRIMA FACIE the annexed instrument "A" appears to be in usual procedure to serve and avail as needs or occasion shall or may require for the same.

O REGN. NO. 10 O SOURIN DAS 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 the ........................ day of

in the year of Christ 20 22

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Sourin Das, Notary

Durgapur, Paschim Bardhaman

Regn. No.: 05/2017, Gevt. of W.B

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Before the Notary Govt. of West Bengal ct-Paschina Bardhaman

## **DEED OF PARTNERSHIP**

WHEREAS the Partnership Deed made on 25th July 2022BETWEEN

1 Mr. Avijit Maji [PAN No.: BVQPM0775A], Son of Nemai Maji, by faith Hindu, by Nationality Indian, by Occupation Business, resident of 2B/2, Vivekananda Park, Tetikhola, Durgapur, Dist: Paschim Bardhaman, PIN No.: 713212, West Bengal, INDIA.

Hereinafter called the First Partner)

Sourin Das, Notary Durgapur, Paschim Bardhaman Regn. No.: 05/2017, Govt. of W.B.

DHARMIK PROPERTIES

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Partner

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2 Smt.Sourav Kundu [PAN No.:HGXPK0325N], S/o Sisir Kumar Kundu, by faith Hindu, by Nationality Indian, by occupation Service, resident of Arrah, Kaliganj, Burdwan Arrah, Barddhaman, Durgapur – 713212, Dist: Paschim Bardhaman, West Bengal, INDIA (Hereinafter called the Second Partner).

DHARMIK PROPERTIES Sowiar Kundu.

Partner

Sourin Das, Notary
Durgapur, Paschim Bardhaman
Regn. No.: 05/2017, Govt. of W.B.

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WHEREAS all the partners are desirous to start a partnership business dealing in "Builders & Developers" having it's office at B 10/16, Ashavila, Arrah kalinagar, P.O. Arrah, Durgapur- 713212, Dist.: Paschim Bardhaman, West Bengal, INDIA.

And whereas all the partners to avoid any legal complication and to maintain sweet relationship between themselves agreed to execute this Deed of partnership under the terms and condition as follows:

- 1. That the name and style of partnership business will be "Dharmik Properties" having its principal place of business at B 10/16, Ashavila, Arrah kalinagar, P.O. Arrah, Durgapur-713212, Dist.: Paschim Bardhaman, West Bengal, INDIA.
- 2. That the partnership business deals with "Builders & Developers" under name and style as "Dharmik Properties" having its office at B 10/16, Ashavila, Arrah kalinagar, P.O. Arrah, Durgapur-713212, Dist.: Paschim Bardhaman, West Bengal, INDIA.
- 3. That the capital of the business at present will be invested by all partners as shown in books of Accounts of the Partnership Firm and further investment if required that will be borne by all the partners according to their share.
- 4. That the profit-sharing ratio for the partnership business among the partners in the following manner:

1<sup>st</sup> Partner : 33.33%

2<sup>nd</sup> Partner : 33.33%

3<sup>rd</sup> Partner : 33.33%

- 5. That the loss shall be adjusted against all the partners equally irrespective of their profit-sharing ratio.
- 6. That a bank account will be opened in the name of Firm at Nationalized Bank or Co. Opt. Bank or any other bank and the same will be operated by any two partners jointly.
- 7. That the general account shall be made/drawn out at the end of each financial year and after deduction of wear and tear of all expenditure.
- 8. That a cash book or an account book containing day to day income and expenditure shall be kept in the office of the firm and shall be accessible to partners.

DHARMIK PROPERTIES Sowar Kundu

Partner

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Durgapur, Paschim Bardhaman
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9. That in case any partner desires to retires, he must send a notice proper to one month starting his desire of retirement at the office of the firm by the registered post and the retiring partner well be entitled to get back his capital if the said firm is running with profitable condition or according to market value of the said business according to the share and having no bank loan at the time of retirement in the name of Partnership Firm.

And in case of death of any partner his legal/successors will be entitled to get respective share and to take part in the said business according to share of deceased partner.

- 10. That all the partners shall be able to hold meeting or to settle any problem either with any union or at Management level for any dispute or any matter.
- 11. That all the partners shall be further entitled to commission and or bonus at the percentage of share capital.
- 12. That for service of the firm all the partners shall be entitled to draw a considerable amount to be decided mutually as a bonus, remuneration etc. as per amendment by Finance Act. 1992 under provision of Income Tax Act. 1961 as per section 40(b).
- 13. That in case any new amendment regarding terms and condition of the firm or any matter takes place in future, the partner shall have right to include such amendment by statement of declaration or otherwise as and when will be needed.
- 14. That for the benefit of firm all the partners be able to take a bank loan but no partners be able to retire from the partnership business till repayment of full bank  $\P$ oan and all the partners shall be jointly and severally liable to repayment of loan.
- 15. That any disputes or differences whatsoever which will arise between the partners or personal representatives of the deceased partners shall be referred to single arbitrator if all the partners agree otherwise three arbitrators one to be appointed by each party to the difference in accordance with provision of Arbitrations and Conciliation Act. 1996.

16. That those conditions or provision not specifically mentioned in this deed shall be read and construed in the light of Indian partnership Act. As amended up to date.

**DHARMIK PROPERTIES** Sowiar Kuna

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IN WITNESSES whereof all the partners put their respective signature in this the day, month and year first above written.

Witnesses:

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2.

1. Signature of the 1st Partner

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2. Signature of the 2<sup>nd</sup> Partner

**DHARMIK PROPERTIES** 

Sousiar Kundu.

3. Signature of the 3<sup>rd</sup> Partner

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Partner

IDENTIFIED BY ME



Sourin Das, Notary
Durgapur, Paschim Bardhaman
Regn. No.: 05/2017, Gevt. of W.B

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