

SL. No. 17/18

**D. TAZAMMUL HUSSAIN**

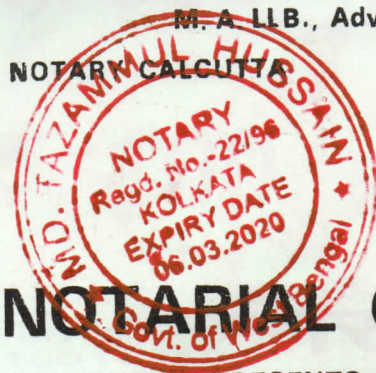
M. A LLB., Advocate

Chamber

12, Haji Md. Mohsin Square

Calcutta-700 016

Phone : 244-5007



# NOTARIAL CERTIFICATE

ALL TO WHOM THESE PRESENTS shall come, I, MD. TAZAMMUL HUSSAIN appointed as a NOTARY by the Govt. of West Bengal to practice within the City of Calcutta, Union of India do here by certify authenticate attest as under the provision of the instrument annexed hereto collectively marked "A" on its being read, admitted and identified by the respective signatures as to the matter contained therein, presented before me by the executants :

*This Partnership Deed is made between Mrs. Anam Ambreen and Another as mentioned in the original instruments annexed herewith.*

offered to as the Executants on this the.....

**- 7 MAY 2018**

having admitted the Execution of the paper, writing "A" and being

to the identify of the Executants I have attested IN FAITH AND

WHY WHEREOF, I the said Notary have hereunto subscribed by name and

my seal of office on this the.....

**- 7 MAY 2018**

day of .....



*[Signature]*

MD. TAZAMMUL HUSSAIN

NOTARY

(GOVT. OF WEST BENGAL)

Regd. No. 22/1996

City Civil Court's Bar Association

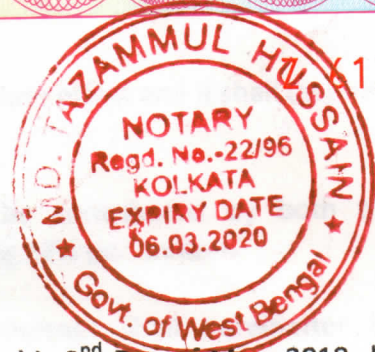
(2nd Floor) Seat No. 193, Calcutta-700 001



Annexure "A"



पश्चिमबङ्गाल पश्चिम बंगाल WEST BENGAL



**PARTNERSHIP DEED**

THIS DEED OF PARTNERSHIP Made and executed at Kolkata on this 2<sup>nd</sup> Day of May, 2018 by and between:

1. **MRS. ANAM AMBREEN**, wife of Mr. Niraj Mehta, by occupation Business, bearing Pan No. AZMPA4823C, residing at 2, Vanderburg Lane, 1st Floor, Kolkata – 700 073. (hereinafter called the Partner of the **FIRST PART**)

AND

2. **MRS. RINA SEKSARIA**, wife of Mr. Prakash Seksaria, by occupation Business, bearing Pan No. BDNPS5062H, residing at Duke Garden, RB-29 Raghunathpur Road, King-3B, Tegharia, Kolkata-700 059. (hereinafter called the Partner of the **SECOND PART**)

**HOMEXPERTS**

*Anam Ambreen*  
Partner

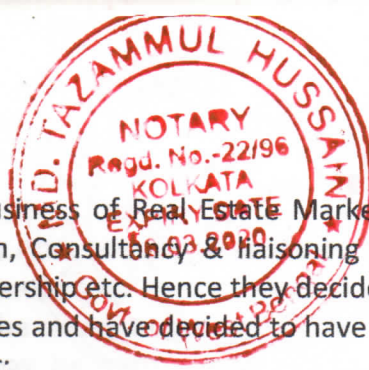
**HOMEXPERTS**

*Rina Seksaria*  
Partner

**• 7 MAY 2018**







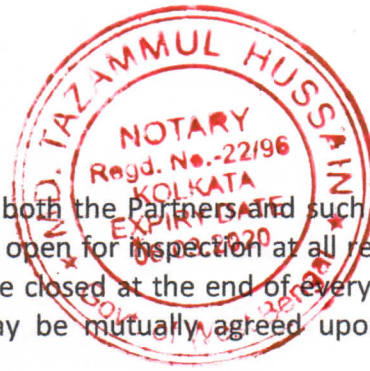
Whereas the above parties decided to carry on the business of Real Estate Marketing, Real Estate Development, Interior Designing And Decoration, Consultancy & Liaisoning for Home Loans and different means of financing activities in partnership etc. Hence they decided to float a partnership firm to carry on the above business activities and have decided to have the terms and conditions of the partnership firm in writing as under:

1. The name and style of the Partnership firm shall be **M/s. HOMEXPERTS.**
2. The principal place of the business shall be Astra Tower, Unit No. ASO-203, 2<sup>nd</sup> Floor, 2C/1, Action Area-IIC, Rajarhat, Kolkata-700 156. However, the Partners with mutual consent may open one or more branches at any other place or places.
3. The object of the firm is to carry on the business of Real Estate Marketing, Real Estate Development, Interior Designing & Decoration, Consultancy & liaisoning for Home Loans and different means of financing activities. However Partners may also enter into any other line of business as may be agreed by mutual consent between them for common advantage and benefits of the partners.
4. The Partnership firm has come into existence with immediate effect and it shall be one 'AT WILL'.
5. The capital required for the Partnership firm shall be contributed by both the partners and such capital shall carry interest not exceeding 12% per annum.
6. It is mutually agreed that the Party of the First Partner shall hereinafter be Managing Partner of the partnership firm and shall devote her time and attention in the conduct of the affairs of the partnership firm as the circumstances and business needs may require.
7. It is mutually agreed that both the parties, shall be entitled to draw remuneration @ Rs. 50000/- per month subject to the limits laid down under section 40(b) of the I.T.Act.
8. The profits or losses of the Partnership firm shall be shared or borne by both the Partners in the ratio of the following.

Name of the Partner	Ratio
<b>MRS. ANAM AMBREEN</b>	50%
<b>MRS. RINA SEKSARIA</b>	50%

9. The Partners may open one or more bank accounts in the name of the Partnership firm and such account or accounts shall be operated by both Partners.
10. The Partners may borrow any money from banks, financial institutions or any other persons against the security of the assets of the firm and such loan accounts shall be guaranteed by both the partners jointly and severally.

## Annexure "A"



11. Proper books of accounts shall be maintained by both the Partners and such books of accounts including the documentary evidence are open for inspection at all reasonable times to the other Partners. The accounts shall be closed at the end of every financial year i.e. 31<sup>st</sup> March or any other period as may be mutually agreed upon by the Partners.
12. There should be a meeting of all the Partners at least once in one month and the activities done during the period should be appraised to all the Partners for necessary remedial action.
13. Any Partner desirous of retiring from the firm can do so by giving three months notice in writing and such account shall be settled within six months from the date of retirement. The retiring Partners share shall invariably be first offered to the remaining Partners and if the rate offered by the remaining Partners is not acceptable to the retiring Partners then he/she will be at free will to dispose off his/her share to any other outside parties. It has been agreed by all the Partners that under no circumstances the firm will be dissolved even if any Partner retires from the firm but its name will continue and the continuing Partners can carry on the business under the same name and style by admitting a new Partner or Partners in place of the retiring Partner/Partners on mutual understanding between them.
14. Death or retirement shall not operate as dissolution of the Partnership. The legal representative or heir of the deceased Partner shall be admitted as a Partner if he/she desires on the death of the Partner, the Partners have the option to nominate any one of their representatives to become Partner after his/her death.
15. The legal representative or heir of the deceased Partner shall not be entitled to interfere in the management of the affairs of the Partnership, but he/she shall be entitled to inspect the books of accounts and vouchers in support thereof for the purpose of ascertaining his/her share therein and the profits accruing thereon. He/She shall not however be liable for any losses incurred after the demise of the Partner unless he/she is taken as a Partner in the place of deceased Partner immediately on such demise.
16. Unless otherwise agreed upon the amount due to the retiring / deceased Partner shall be paid to the said Partner / legal representative as the may be within two months from the date of the said Partners retirement / death as the case may be.
17. The Partners shall be faithful to each other and carry on the business in the best possible terms for the benefits of the firm, however in the event of any difference of opinion arises among the Partners on any particular issue the decision of the majority of the Partners shall prevail and it is binding on all the Partners.

**HOMEXPERTS**

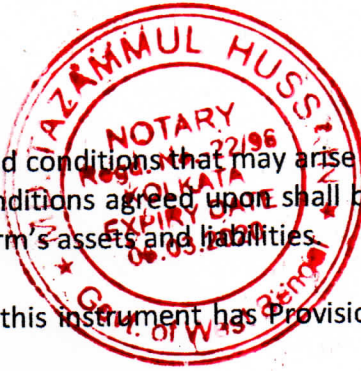
*Anam Ambareey*  
Partner

**HOMEXPERTS**

*Rina Sekaria*  
Partner



Annexure "A"



- 18. The Partners may further agree upon the terms and conditions that may arise in case of dissolution of Partnership and such terms and conditions agreed upon shall be binding upon the Partners so far as it is applicable to the firm's assets and liabilities.
- 19. In all the matters not specifically provided for in this instrument has Provisions of the Indian Partnership Act, 1932 shall apply.
- 20. All disputes and questions in connection with the Partnership or this Deed shall be settled in accordance with the Arbitration Act, 1940.

IN WITNESS WHEREOF, THE PARTIES AFOREMENTIONED HAVE SIGNED THIS DEED OF PARTNERSHIP.

WITNESSES:

1. Niraj  
 NIRAJ VIJAY MENTA  
 113/4, HAZRA ROAD,  
 KOLKATA - 700 026.

HOMEXPERTS  
 Anam Ambreen  
 Partner

(ANAM AMBREEN)  
 Partner of the FIRST PART

2. Prakash Seksaria  
 RB-29 Raghunathpur Rd  
 Kolkata - 700059.

HOMEXPERTS  
 Rina Seksaria  
 Partner

(RINA SEKSARIA)  
 Partner of the SECOND PART

Identified by MS  
 Subrata Santra  
 Advocate  
 07/05/18

L.T.I. (S) Signature (S) of the  
 Executant attested by me on Identification

M D T HUSSAIN Notary  
 City Civil Court  
 Kolkata  
 Regd No.- 22/96 Govt. of W.B

# NOTARIAL CERTIFICATE

7 MAY 2018

Dated .....



**MD. TAZAMMUL HUSSAIN**

*Advocate*

NOTARY CALCUTTA  
Govt. of West Bengal  
Regd. No. 22/1996  
Bar Associations

City Civil Court at Calcutta  
(2nd Floor) Seat No. 193. Calcutta-700 001

*Residence*