

SL. NO. 1943/17 of 2017



NOTARIAL CERTIFICATE :-

TO ALL MEN THESE PRESENTS SHALL come, I MUKUL SRIVASTAVA 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 Photo Copies, do hereby declare that the paper writing collectively Marked 'A' annexed hereto hereinafter called the paper WRITINGS 'A' are presented before me by Deed of Partnership.

Dream Developer
of: B+40/1 Jersare Road
Raybari P.S. Dum Dum
Kallata - 700088



Here after referred to as the executants (s) on this 31/7/17

The executants(s) having admitted execution of the 'PAPER WRITINGS A' in respective hand (s) the said "PAPER WRITING A" and satisfy and Attest and Authenticate.

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 required and I hereby certify that attached and enclosed documents are true correspondent to original.

IN FAITH AND TESTIMONY WHEREOF I, the said NOTARY PUBLIC, have hereunto set and subscribed by hand and affix my Notarial seal of Office at Sealdah Court at Sealdah in the dist. At Kolkata on this 31/7/17



M. Srivastava
M. SRIVASTAVA
Notary Regn No. 8087/10
Govt. of India
Sealdah Court
Kolkata

31 JUL 2017

Mukul Srivastava
MUKUL SRIVASTAVA
NOTARY

Govt. of India
Regn. No. 8087/10
Sealdah Court.
KOLKATA, INDIA
Commission expired on 25.06.2020
Govt. of India

5
18

भारतीय गैर न्यायिक

पचास
रुपये

रु.50



FIFTY
RUPEES

Rs.50

INDIA

INDIA NON JUDICIAL

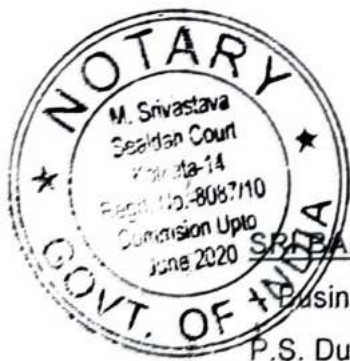
पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

V 104932



[2]

- A N D -



SRI HARUN SAHA, son of Sri Birendra Nath Saha, by faith - Hindu, by occupation Business, by Nationality - Indian, residing at 10/6, Pulin Avenue, P.O. Rajbari, P.S. Dum Dum, Kolkata - 700 081, Dist. North 24-Parganas, hereinafter called the "SECOND PARTNER" (which terms or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the OTHER PART.

M. SRIVASTAVA
Notary Regd. No. 8087/10
Govt. of India
Sealdah Court
Kolkata

31 JUL 2017

ক্রমিক নং 683/ তারিখ 20/7/17

বলা # 37

নাম: Anwar Mawakde

স্বামি: 2/1/17 Raju Singh Gate

স্বাক্ষর: Ranjito Das B. D. M. M. - 81

মহাসচিব এবং সচিব বিভাগ
কলিকাতা পুরসভা এ ডি. এ. অফিস

স্বাক্ষরের নাম: বিনয় পাল

তারিখ: 1 JUL 2017

টিকিট নং: 200000

মূল্য: 200000

স্বাক্ষর: [Signature]

Tomy Singh



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

Y 935938



DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made this the 3/6th day of July, Two Thousand and Seventeen (2017).

B E T W E E N

SRI ASHIM MALAKAR, son of Late Suklal Malakar, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 2½ No. Airport Gate, Motilal Colony, P.O. Rajbari, P.S. Airport, Kolkata – 700 081, Dist. North 24-Parganas, hereinafter called the "FIRST PARTNER" (which terms or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the ONE PART.

M. SRIVASTAVA
Notary Regd. No. 8087/10
Govt. of India
Sealah Court
Kolkata

3-1 JUL 2017

3 1 JUL 2017

ক্রমিক নং 6330 তারিখ 21/7/17

স্থান :- 1ম -

শ্রেণী :- Ashim Majumdar

ঠিকানা :- 2/2 no. Sirajpur Gate, P.S. Dumuria G

ভেঙার :- Ranjita Pal

লাইসেন্স প্রাপ্ত স্ট্যাম্প ভেঙার
কাশিপুর দমদম এ.ডি.এস. আর অফিস
বি

ভেঙারের নাম - রঞ্জিতা পাল

ক্রয়কারির নাম :- ব্যারাকপুর

টি ভি নং :- 27 JUL 2017

স্ট্যাম্প বন্দিদের তারিখ

এ টি. ভি. নং মোট কত টাকার

210000

স্ট্যাম্প বন্দি করা হয়েছে।

Co. 6330. Bim.
Co. 6330. Bim.
Bim.

18-81



WHEREAS the parties herein desire to carrying on a Partnership basis as Promoting, Developing, Real Estate Business, General Order Supplier and other allied business under the name and style DREAM DEVELOPER, having its registered Office at bh-40/1, Jessore Road, City Mall Market, Ground Floor, P.O. Rajbari, P.S. Airport, Kolkata – 700 081, Dist. North 24-Parganas.

AND WHEREAS the parties hereto now desire that the terms and conditions on which they have mutually agreed to carry on business in Partnership, be reduced to writing in a formal Deed of Partnership, be reduced to writing in a formal Deed of Partnership in order to safeguard their respective interest between themselves or their legal heirs or representatives.

NOW THIS INDENTURE WITNESSETH and it is agreed and covenanted with each other between themselves as follows :-



FIRM NAME AND OFFICE : That the Partnership shall be carried on under the name and style as DREAM DEVELOPER, having its registered Office at bh-40/1, Jessore Road, City Mall Market, Ground Floor, P.O. Rajbari, P.S. Airport, Kolkata – 700 081, Dist. North 24-Parganas and its Branch Office or City Office shall be on such other place as the parties will decide by mutual consent and may consider suitable for this Partnership.

2. **COMMENCEMENT & DURATION** : That the Partnership shall be deemed to have been commenced with effect from this 31st day of July 2017 and this Partnership shall be at the will of the parties.

NATURE OF BUSINESS : That the nature of business of partnership shall be mainly as Promoting, Developing, Real Estate Business, General Order Supplier and other allied business as the parties may deem fit and proper.

M. SRIVASTAVA
Notary Regd. No.- 5087110
Govt. of India
Saaldan Court
Kolkata

PROVIDED THAT the partners hereto by mutual written consent may take over other business which is suitable for this Partnership business and the Partners may convert this Partnership business into a Private Limited Company for the betterment of their business.

3. **CAPITAL INVESTMENT INTEREST & FUND** :-

31 JUL 2017



4

a) That the initial capital investment of the firm will be of Rs. 2,00,000/- (Rupees Two Lacs) only and the same will be contributed by the partners in the following manner:

- i) SRI ASHIM MALAKAR : Rs. 1,00,000.00
ii) SRI BARUN SAHA : Rs. 1,00,000.00

b) That the further capital of the business if required for the said business then each partner will be entitled to invest their capital out of their own fund and for such investment partners will be entitled to get interest @ 12% p.a. on such other investment as per the provisions under Section 40 (B) (v) of the Income Tax Act, 1961 time to time realms over the further interest.

c) That the parties also entitled to raise fund for their aforesaid business by taking loan from any financial Institute or from any Nationalised Bank, Commercial Bank and any other financial Institution.

4. SHARE OF PROFIT & LOSS OF THE FIRM : That the Profit and Loss of the firm shall be made by the Partners in the following manner :-

- i) SRI ASHIM MALAKAR : 50%
SRI BARUN SAHA : 50%

That the Net Profit & Loss of the Partnership business shall be made after adjustment of all expenses, salary, bonus, commission and interest on capital of the partners if provided or desirous to get as per provisions under Section 40 (B) (v) of the Income Tax Act, 1961.

5. BOOKS OF ACCOUNTS :-

d) That the Books of Accounts of the firm shall be kept and maintained in English according to financial year and for the first time / first year's account will be from the date of execution to last day of March, 2017 and thereafter according to financial year.

That the Balance Sheet, Profit & Loss Account, Capital Account of the Partnership firm shall be made yearly basis and after due audit by an Accountant or by a Chartered Accountant both parties shall put their respective signature over the same and then will be treated as final.



M. SRIVASTAVA
Notary Regd. No.- 8087/10
Govt. of India
Sealidh Court
Kolkata

31 JUL 2017



f) That all the books of accounts, bill, vouchers and all important documents and papers shall be kept in the place of business and all the partners shall have right to inspect the same within working hours and also entitled to take xerox copy of the same.

6. **BANK ACCOUNT** : Bank Account shall be opened in the name of the Firm in any Nationalised Bank or any Commercial Bank and the same shall be operated by the Joint signature of both the Partners and in future if the parties desires to change the operation procedure in respect of the Bank Account then a written resolution will be made by the parties and informed the matter to the Bank accordingly.

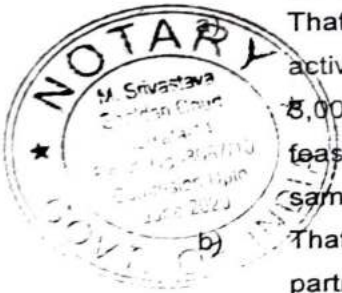
7. **CHANGE OF CONSTITUTION** : That the parties shall have liberty to convert this Partnership firm into a Private Limited Company for better business and also entitled to take new Partner for smooth running of this Partnership business and to that effect valuation of the goodwill and assets will be made and incoming partners amount be treated as Capital and Goodwill accordingly.

8. **SALARY, COMMISSION & BONUS** : -

That each partner entitled to take active part in the business and for the active in the business all the Partners will be entitled to get a sum of Rs. 3,000/- (Rupees Three Thousand) only per month as salary subject to the feasibility of the firm or on such rate as the Partners jointly may fix and the same shall not be contrary to the provision of the Income Tax Act.

b) That for betterment of the Business and for better performance of the active partner or partners a lump sum amount will be allowed as Bonus and such amount will be decided by the other partner / partners.

9. **RETIREMENT AND DISSOLUTION** : That each partner shall have right to retire from the business at any time but the retiring partner shall have to give written notice to the other partners at least 3 (three) months before retirement and after expiry of such notice retiring partner will be only entitled to get refund his investment with profit and loss as per Capital A/c. and Final Account of the firm.



M. SRIVASTAVA
Notary Public, No. 2057/10
Govt. of India
Kolkata Court
Kolkata

13 JUL 2017



Retiring partner or any other partner will not be entitled to sale of his respective share to any third party. After retirement and or at the time of retirement a Deed of Retirement shall be executed by the retiring partner. In case of death of any partner, this firm shall not be dissolved only major legal heirs of the deceased partner will be entitled to take part on the business if the legal heirs desires otherwise the legal heirs of the deceased partner are entitled to get refund their benefits. If the heirs of the deceased desirous to continue the business then a new Deed of Partnership be made by admission of the legal heirs of the deceased partner. If the parties desires to dissolve their business mutually on that event also a Deed of Dissolution will be made by and between the parties.

10. **IMPLIED CLAUSE** : That all partners shall be just and faithful to each other in all transaction relating to the business and at all times be responsible to give answer to other partners just and faithful accounts of the partnership affairs.

RESTRICTION CLAUSE : No partner shall, during the continuance of partnership without the consent of the other partner giving in writing do any of the following things :-

- a) Lend any money or deliver on credit any goods belonging to or otherwise give credit on behalf of the partnership firm as agreed to speculate in the funds of partnership ;
- b) Transfer movable or immovable property belonging of the firm ;
- c) Admit any liability in a suit or proceedings against the firm ;
- d) Acknowledge any debts due from the partnership so as to extent the period of limitation for a suitable for the recovery of such a debt.

12. **SPECIAL AGREEMENT** : That the partnership shall be governed by the provision of the Indian Partnership Act, 1932 or any other statutory modification thereof from the time being inforce save and except the provisions made hereinabove.

M. SRIVASTAVA
Notary Regd. No.- 8087/10
Govt. of India
Sealdah Court
Kolkata

31 JUL 2017



13. ARBITRATION CLAUSE : That in case of any dispute or difference of this Partnership or interpretation of the contents of this instrument or Partnership then same shall be referred to the Arbitrator of the respective partners which shall be appointed by the Partner according to their choice and the decision of the Arbitrators or Umpires shall be final and parties are bound to accept the same subject to the Indian Arbitration and Conciliation Act, 1996 or any other law for the time being in force.

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

SIGNED, SEALED & DELIVERED

In the presence of :-

1. Bipin Mitra
Onrganagan
Kol - 79



2. Bablu Kar
19/4 K. B. Sarani
Kol - 80

✓ Ashim mallick

SIGNATURE OF THE FIRST PARTY

Drafted by :-
Subrata Mallik

Barasat Court
Enroll No. F 31/31 of 1987

Banar Sahu



Subrata Mallik
Barasat Court
Enroll No-F31/31 of 1987

SIGNATURE OF THE SECOND PARTY

Signature of Execuant
Attested on Identification by
L.D. Advocate/Law Clerk.....
At Sealidah Court
Kolkata

31 JUL 2017

SL. No. 19) 31 JUL 2017

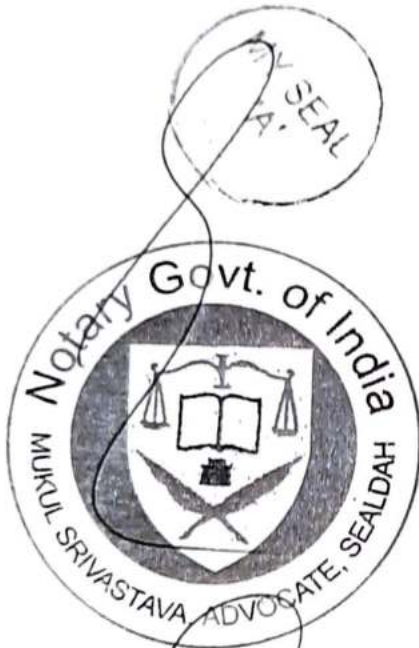


PAPER WRITINGS 'A'

&

THE RELATED

NOTARIAL CERTIFICATE



[Handwritten Signature]

MUKUL SRIVASTAVA

ADVOCATE

&

NOTARY

Govt. of India

Registration No. 8087/10

Sealdah Court

Room No. 201

1, Beliaghata Road, Kolkata-700014

Residence

20/B, Bolai Singhi Lane,
Kolkata - 700 009

Mobile : +91-98316 04527

Phone : 2350-0144

[Handwritten Signature]
M. SRIVASTAVA
Regn. No. 8087/10
Govt. of India
Sealdah Court
Kolkata

31 JUL 2017