

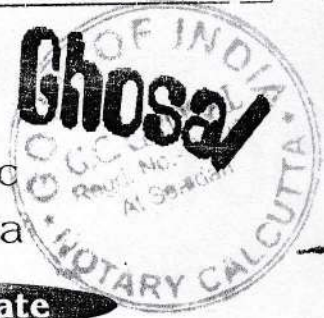
Sl. No. 06/2015

Dated: 26-08-2015

Residence-4V  
28/B, Narkeldanga  
Main Road, Kol - 54  
No. 9874393472

# Gour Chandra Ghosal

Notary Public  
Govt. of India



## Notarial Certificate

WHEN THESE PRESENTS SHALL COME, I, GOUR CHANDRA GHOSAL, practising as a NOTARY in and throughout Kolkata of the State of West Bengal within the Union of India, do hereby declare that the paper writings collectively marked "A" annexed hereto hereinafter called "Paper Writings A", are presented before me by the executant(s)

Deed of Partnership

m/s. Nirmal Developers.  
at- 3/1/2, Garulia Main Road,  
P.O - Garulia, P.S. Noopara,  
Dist - North 24 - Pgs.  
Pin - 743166



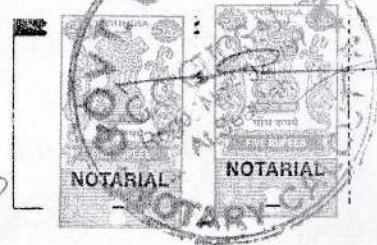
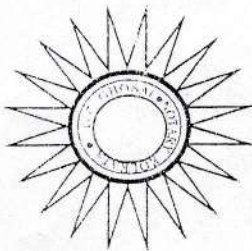
26 AUG 2015

on \_\_\_\_\_ day of \_\_\_\_\_

Hereinafter referred to as the "executant(s)",  
this the two thousand Fifteen

The "executant(s)" having admitted the execution of the "Paper Writings A" in respective hand(s), in the presence of the witness(es), who as subscribe(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 hereinto set and subscribed my hand and affixed my Notarial Seal of office at Room No. 101, Sealdah Criminal Court, 1st floor Kolkata - 700 014 in and throughout Kolkata on this the \_\_\_\_\_ day of \_\_\_\_\_ 26 AUG 2015

*Gour Chandra Ghosal*  
Notary Public  
Govt. of India  
Sealdah Criminal Court  
Room No 101, Kolkata - 14

**GOUR CHANDRA GHOSAL**  
NOTARY  
Regd. No. 921/97

26 AUG 2015

M/S. NIRMAL DEVELOPERS  
*Ranjesh Bose*

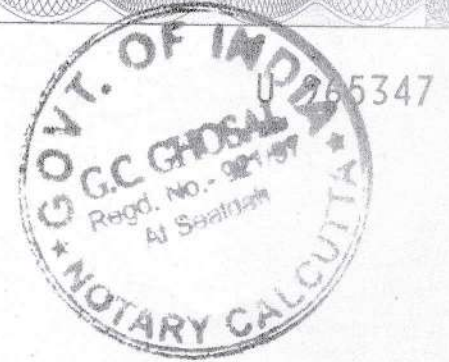


Sl/100-06/2015

Date - 26-08-2015



পশ্চিমবঙ্গ পশ্চিমবঙ্গ WEST BENGAL



DEED OF PARTNERSHIP

**THIS DEED OF PARTNERSHIP** made on this the 26<sup>th</sup> day of August, Two Thousand Fifteen of the Christian Era by and **BETWEEN MR. RAJESH PRASAD**, son of Mr. Hiralal Prasad, residing at 3/1/2, Garulia Main Road, P.O. Garulia, P.S. - Noapara, District - North 24-Parganas, Pin - 743166, hereinafter referred to and called as the **FIRST PARTNER** (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include all his legal heirs, representatives, administrators and assigns) of the **FIRST PART**

*[Signature]*  
 Gopal Chandra Ghosal  
 Notary Regd. No. 921/87  
 Govt. of India  
 Seaidah Criminal Court  
 Room No. 101, Kolkata - 14

M/S. NIRMAL DEVELOPERS

*[Signature]* Rajesh Prasad  
*[Signature]* Sanjay Kumar  
*[Signature]* Rajesh Prasad

*[Signature]* Sanjay

*[Signature]* Sanjay Kumar

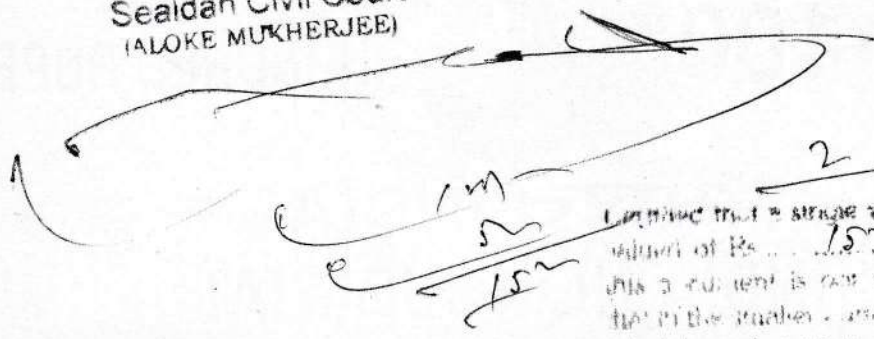
26 AUG 2015



8169 Value .....  
 Date ..... 20 AUG 2015  
 Sold to ..... Sujay Sarker  
 Address .....  
 Vendor ..... 1. Boring Road  
 Nachah - only 1/2

26 AUG 2015

Sealdah Civil Court  
 (ALOKE MUKHERJEE)



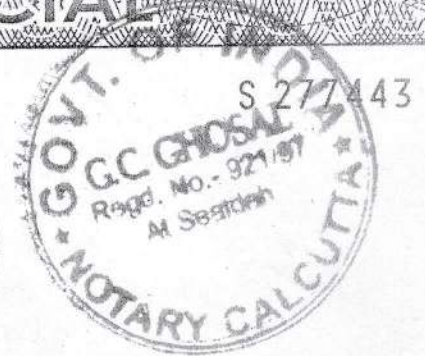
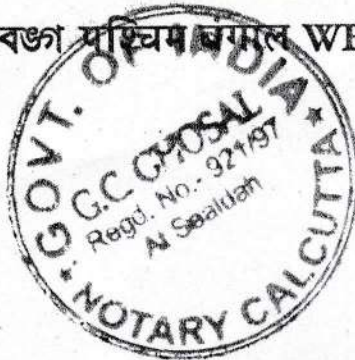
Learning that a single stamp of the  
 value of Rs. 15/- is not good for  
 this document is not acceptable and  
 the in the market a number of stamps  
 which I can furnish so as to meet  
 this requirement is as follows:-

M/S. DEVELOPERS  
 Rajesh Prasad  
 Sujay Sarker  
 Partner





পশ্চিমবঙ্গ পশ্চিমবঙ্গ WEST BENGAL



2

AND

**MR. SUJOY SARKAR**, son of Sushanta Sarkar, residing at 1No. Bijoy Nagar, (Baro Pukur Par), P.O. & P.S. - Naihati, District - North 24-Parganas, Pin - 743165, hereinafter referred to and called as the **SECOND PARTNER** (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include all his legal heirs, representatives, administrators and assigns) of the **SECOND PART**

*G.C. Ghosal*  
Govt. Notary Ghosal  
Notary Regd. No. 921/97  
Govt. of India  
Serdikh Criminal Court  
Room No. 101, Kolkata - 14

*Renjesh Prasad.*  
*Sujoy Sankar.*

26 AUG 2015

M/S. NIRMAL DEVELOPERS

*Renjesh Prasad*



6170 Value.....  
Date.....  
Sold to.....  
Address.....  
Vender.....

26 AUG 2015  
Sanna

1. Brijay Nayan  
Naitala  
mby/m

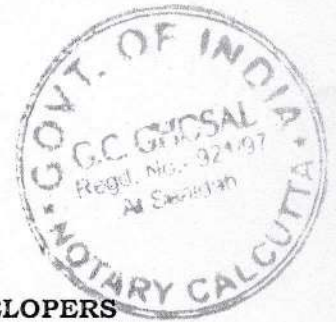
Sealdah Civil Court  
(ALOKE MUKHERJEE)

M/S. NIRMAL DEVELOPERS

Sujj Sanna  
Partner



3



**NAME AND STYLE OF FIRM: M/S. NIRMAL DEVELOPERS**

**WHEREAS:**

The parties of the First and Second Part hereto on mutual understanding and agreement have agreed to constitute a firm for business in co-partnership under the name and style of **M/S. NIRMAL DEVELOPERS** under their collective effort with effect from 1<sup>st</sup> day of September, 2015.

**THE ONLY OBJECT OF THE BUSINESS TO BE PERSUED:**

To develop a multi-storied building (residential/commercial/semi-commercial) to be named as SNEHALATA APARTMENT consisting of several self-contained flats, shops and/or garages and to sell out the same to be situated at 3/1/1, Garulia Main Road, P.O. Garulia, P.S. - Noapara, District - North 24-Parganas, Pin - 743166.

**NOW THIS DEED OF PARTNERSHIP WITNESSETH** that, in pursuance of the aforesaid understanding and mutual agreement, the parties hereto hereby execute this **DEED OF PARTNERSHIP** and agree and covenant with each other to abide by the terms and conditions set forth herein below :-

- 1. NAME:** The business of the Firm will be carried on under the name and style of **M/S. NIRMAL DEVELOPERS** and/or such other name as partners hereto mutually agree and decide from time to time.
- 2. PLACE OF BUSINESS:** That the partnership business shall be carried on at present from it's office cum shop-room situated at 3/1/2, Garulia Main Road, P.O. Garulia, P.S. - Noapara, District - North 24-Parganas, Pin - 743166 or from such other place or places as the partners hereto mutually agree and decide from time to time.

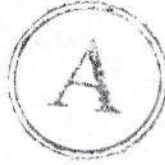
*Rajesh Prasad*  
*Sujoy Sarkar*  
M/S. NIRMAL DEVELOPERS  
Partner

8.8  
Governing Authority  
Notary, P.O. No. 92197  
Govt. of India  
Sankarhat, District - 24  
No. 101, Kolkata - 74

*Rajesh Prasad*  
*Sujoy Sarkar*

26 AUG 2015





3. **COMMENCEMENT** : The partnership as well as its business for all purposes deem to have been commenced on and from the 1<sup>st</sup> day of September, 2015 and shall continued to be carried on until otherwise determined by the partners hereto.
4. **BUSINESS OF THE FIRM:** The partnership firm will be engaged in the business activities and other allied nature of business activities in relation therewith as stated above in **ONLY OBJECT** Clause.
5. **MANAGING PARTNER:** Both the partners are active and will act as Managing Partners on behalf of the Firm.
6. **CAPITAL:** That the Capital of the Partnership Firm shall be the amount as shall be appearing to the credit of the parties hereto of FIRST and SECOND in the books of account of the firm. However, any additional finance required for the best interest of the partnership Firm, shall be provided or arranged by the partners in such manner and in such proportion as may be agreed upon from time to time.

*M/S. NIRMAL DEVELOPERS*  
*Ranjesh Kumar*  
*Partner*

That the parties of the FIRST and SECOND shall be entitled to receive interest at the rate of 12 percent per annum on the balance that would lie to the credit of their respective Capital Accounts on the last day of each calendar month and such interest shall be credited to their Capital Accounts on the 31<sup>st</sup> March each year.

7. **BORROWING:** That the partnership business, if required, can take loan from any bank or any financial corporation or institution or from any other source of interest as the partners hereof shall decide against reasonable interest.
8. **SHARE:** That First and Second partner shall jointly with the other partners be the owner of all properties, stock-in-trade and all other assets and liabilities of the firm in 70:30 ratio.

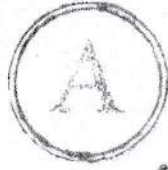
*Govt. of India*  
*Notary Regd. No. 521/97*  
*Govt. of India*  
*Sealdan Criminal Court*  
*No. 101, Kolkata-14*

*Ranjesh Kumar*

7 6 AUG 2015

*Sujay Sankar*





That the Net Profit/Losses of the business of the Partnership Firm shall be divisible between the Partners in the following proportion:-

- |                          |                |              |
|--------------------------|----------------|--------------|
| <b>MR. RAJESH PRASAD</b> | - First Party  | - 70 Percent |
| <b>MR. SUJOY SARKAR</b>  | - Second Party | - 30 Percent |

9. **BANK ACCOUNT:** That it has been agreed upon by the partners hereof that the Bank Account or Accounts will be opened with any Scheduled Bank or Banks and it has been mutually decided that the Partners by their joint signature on behalf of the Partnership Firm shall operate the bank account or accounts of the Partnership Firm.

10. **MAINTENANCE OF ACCOUNTS:**

Proper Books of Accounts shall be maintained and kept by the partnership business recording all related dealing and transactions thereof. The entries made therein shall record all receipts, payments and other matters that usually being done and entered in the Books of Accounts kept by persons engaged in business of similar nature.

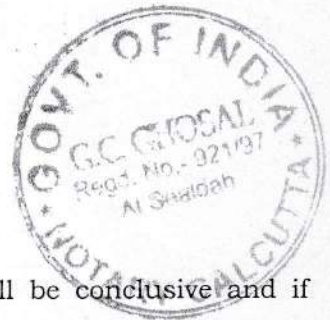
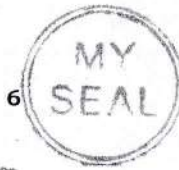
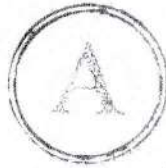
During the continuance of the partnership business an annual account be taken of all the Capital, Assets and Liabilities of the said business. The accounting period of the firm shall be from the first day of April, next, following the Gregorian Calendar year until varies by the Partners and the Profit & Loss Account, Net asset ratio and the Balance Sheet shall be prepared accordingly in every year. Immediately after the preparation of the said Trading A/c, Profit & Loss Account, Net asset ratio and the Balance Sheet, the next profit, if any, shown by such account shall be divided among the partners as per their profit sharing

*Rajesh Prasad*  
*Sm7*  
 M/S. NIRMAL DEVELOPERS  
 Partner

*88*  
 Govt. Advocate Ghosal  
 Notary Reg. No. 921/97  
 Govt. of India  
 District Court  
 Calcutta - 34

*Rajesh Prasad*





ratio. The Accounts when so signed shall be conclusive and if binding effect except that, if a manifest error be discovered within three months after signing thereof, error shall be rectified.

That the parties hereto shall keep the books of accounts and other necessary documents relating to the Partnership business at the place of business and each party shall have free access to the books of accounts at all reasonable time with power to take extracts therefrom.

11. **NATURE OF PARTNERSHIP:** The partnership shall be the partnership at will and continue until the project being completed and until all sellable areas of the said project being completely sold out.
12. **DRAWINGS:** Initially no drawings will be allowed.
13. **MANAGEMENT:** Generally, the day to day affairs and/or business of the Firm including the collection of monthly charges and/or rent, commission, interest and other receivables will be managed and/or received by both the partners of the Firm. That apart, the policy decision in respect of carrying out the affairs of the Partnership firm will be decided by the decision of the all the partners.
14. **WARRANTIES:** Each partner shall:
  - a) Work for the greatest common goal of the partnership and shall not act in a manner harmful, prejudicial or detrimental to the interest of the concern.
  - b) Furnish at all times to each other, faithful information of all matters and transaction relating to the affairs of the partnership business.

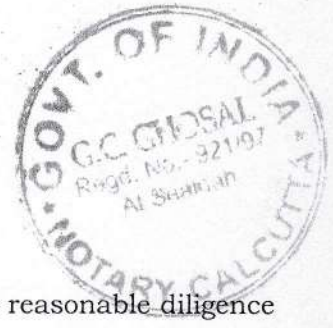
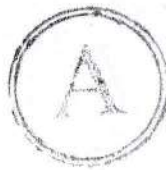
M/S. NIRMAL DEVELOPERS  
Rajesh Prasad  
Sujoy Sankar  
Partner

G. C. Ghosal  
Notary Regd. No. 921/97  
Govt. of India  
Sessions Criminal Court  
141, Kolkata - 74

26 AUG 2015

Rajesh Prasad  
Sujoy Sankar





- c) Afford every possible assistance and exercise reasonable diligence in carrying on with the business for the mutual advantage/interest of the Partners.

**14. RIGHTS AND LIABILITIES:** The Parties are with mutual consent entitled to:

- a) Mortgage pledges sell any of the property in the partnership business.
- b) Bye guards on account of partnership and borrow money contract debts and pay debts on account of partnership draw name sign, indorse, accept, transfer, negotiate and procure to be discounted promissory note, bills of exchange, cheques and other negotiable paper in the name and on account of the Firm.
- c) Introduce any person as a new partner or nominate any person as his/her successor.
- d) Compromise or relinquish the whole or any portion of claim by the Firm.
- e) Sell or assign or in any way transfer her share in the property of the Firm.
- f) Enter into partnership with others on behalf of the Firm.
- g) Admit liability in any suit or proceeding against the Firm.
- h) None of the partners shall charge his and/or her share in the partnership for his/her separate and private debt nor shall allow her share to be attached or charged for his separate and private debt. In such case the partner whose share in thus charged or attached shall cease to be a partner.

**15. DEATH OR INSOLVANCY:** That the Firm shall not stand dissolved either on the death or on the insolvency of any of the

*Rajesh Prasad*  
Partner  
M/S. NIRMAL DEVELOPERS

*Chandra Ghosal*  
Notary Reg. No. 321/97  
Govt. of India  
Sessions Criminal Court  
No. 191, Kolkata - 74

26 AUG 2015

*Rajesh Prasad*  
*Sunil Samal*





partners. On death of any of the partners, remaining surviving partner if desire shall be at liberty to carry on the business of purchasing the share of the deceased partner from the heirs or legal heirs of the deceased partner. Or to admit the heirs or legal heirs of the deceased partner in the partnership business.

- 16. RETIREMENT:** Any of the Partners shall be at liberty to retire from the partnership after giving at least 3 (three) English calender months' written notice to the other partner. On retirement of any of the partners in lieu of his/her share, he/she shall be given such amount as would be found to the credit in the Books of account of the firm on the date of retirement (along with the share of Good-Will to be valued separately and mutually).

If a partner retires in accordance with the provisions herein contained, the partnership shall be dissolved so far as regards that Partner only.

- 17. ADMISSION OF NEW PARTNER:** That the partnership business shall be at liberty to admit **NEW PATNER/PARTNERS** for the smooth running of the Firm or better management of the Firm as the partner of the First Part may decide from time to time.

- 18. ALTERATION OF TERMS:** Any of the terms and conditions contained herein not affecting the validity or essence of this partnership may be deleted, altered or modified by the parties herein by mutual consent which is to be expressed in writing in the form of special resolution.

- 19. ARBITRATION:** Any dispute or difference which may arise between the partners hereof with regard to construction, meaning and/or affect of the provisions of the present deed of partnership or any part thereof relating to the respective rights, duties and obligations of the partners shall be referred to the sole Arbitrator,

M/S. NIRMAL DEVELOPERS  
 Rujash Prasad  
 Partner

G.C. Ghosal  
 Notary, Reg. No. 921/97  
 Govt. of India  
 Notary Criminal Court  
 Room No. 101, Kolkata - 14

Rujash Prasad

26 AUG 2015 Rujash Prasad





to be decided by the partners and the decision of such sole Arbitration shall be binding upon all the partners.

- 20. **SAVINGS:** That any matter and/or question for which no specific provisions has been made hereinabove, shall be governed and decided under the provisions of the Indian partnership Act 1932.
- 21. **DESSOLUTION:** That the firm shall automatically be dissolved after completion of the said Snehalata Apartment and all sellable areas of the said project selling out completely.

**IN WITNESS WHEREOF** the partners abovenamed have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

**SIGNED SEALED AND DELIVERED** by  
the Partners above named at Naihati.

**Witness:**

1. *[Handwritten Signature]*  
Advocate  
High Court, Calcutta

*[Handwritten Signature: Renuka Prasad]*  
Signature of the First Part

2. Maso Munda  
S/o Sri Manoj Munda  
East Land Ishapore  
Dist. No. CE/102  
Pro. Bengal Enamel

*[Handwritten Signature: Sujay Sankar]*  
Signature of the Second Part

Prepared in my office:  
*[Handwritten Signature]*  
**Pinakpani Biswas**  
Advocate  
High Court, Calcutta

*[Handwritten Signature]*  
Signature (3) of Executive (3)  
attested on Identifications by  
Ld. Advocate.....  
At Sealdah Court Complex  
Kolkata-14

M/S. NIRMAL DEVELOPERS

*[Handwritten Signature: Renuka Prasad]*  
*[Handwritten Signature: Sujay Sankar]*  
Partner

*[Handwritten Signature]*  
26 AUG 2015

26 AUG 2015



.....  
Dated This 26<sup>th</sup> Day of August, 2015  
.....

**B E T W E E N**

**MR. RAJESH PRASAD**  
..... First Part

**AND**

**MR. SUJOY SARKAR**  
..... Second Part

**DEED OF PARTNERSHIP**

M/S. NIRMAL DEVELOPERS

*Rajesh Prasad*  
*Sujoy Sarkar*  
Partners

**PINAKPANI BISWAS**

Advocate  
11, Old Post Office Street,  
Kolkata - 700001