

# NOTARIAL CERTIFICATE

TO WHOM WHESE PRESENTS COME I, BIPLAB SARDAR, Advocate, duly appointed NOTARY by the West Bengal Government and practising within the City of Kolkata, of state of West Bengal within the Union of India, do hereby declare and certify and attest the Paper Writings Collectively marked 'A' annexed hereto, hereinafter called the "Paper Writings A" are presented before me by the executant (S).

## DEED OF PARTNERSHIP

BEFORE THE NOTARY PUBLIC  
AT ALIPORE, KOLKATA-27

T & A DEVELOPER situated at 9/24A, Bijaygarh, PO- Jadavpur University, Kolkata-700032, Dist.24-Parganas (South), having its partners namely (1) SMT. ANIMA DAS and (2) SMT TARA DAS.

After referred to as the "executant (S)" on this the.....  
two thousand.....

18 JAN 2024

executant (S)" having admitted the execution of the "Paper Writings A" in respective (S), in the presence of the witness (es), who as such, subscribe (S) Signature (S) and being satisfied as to the identity of the executant (S), and the said execution, indicated, verified and attested the execution of the Paper Writings A" and said execution is in the respective hand (S) of the executant (S).

MY  
SEAL

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 sub scribed my hand and affixed my Notarial seal on this the.....  
day..... of 20..... 18 JAN 2024

  
BIPLAB SARDAR  
NOTARY

GOVT. OF W.B.  
Regd. No. 06/2016

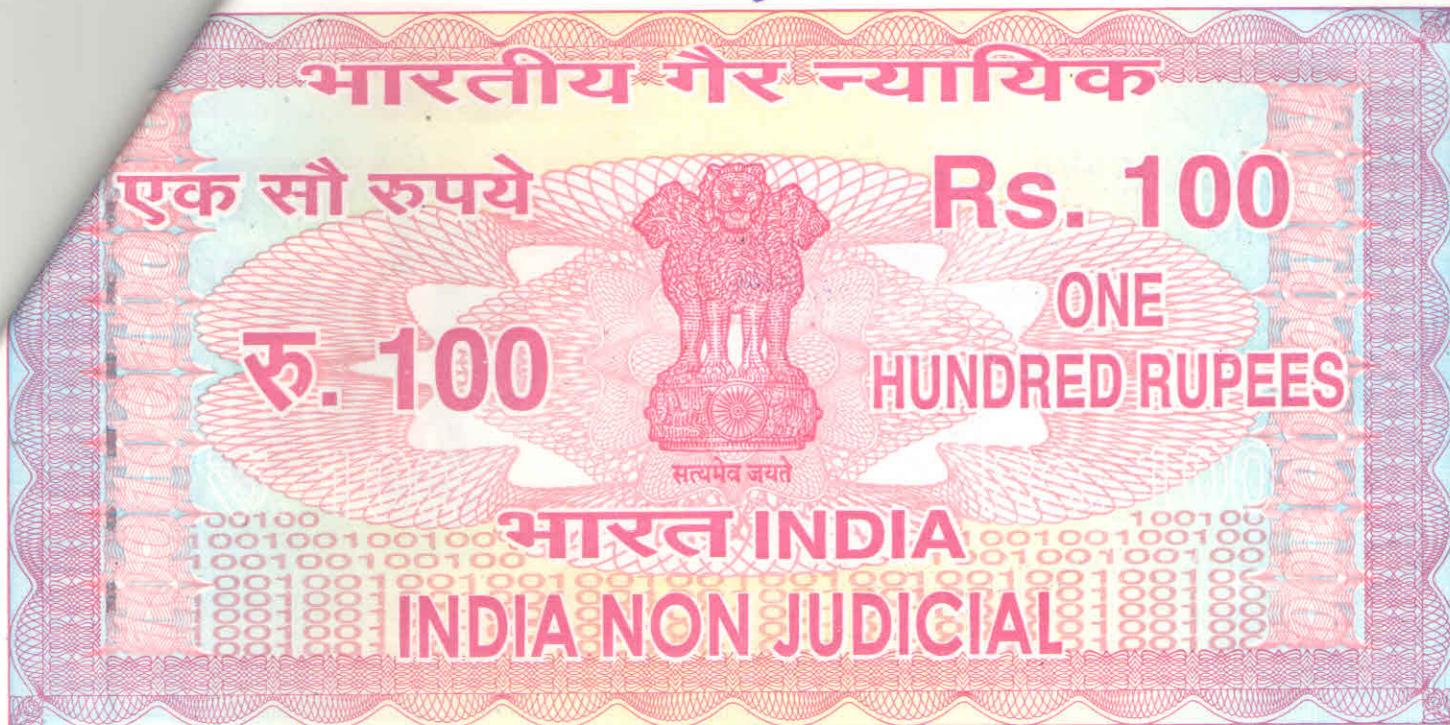
18 JAN 2024

Notarial Stamp



Residence & Chamber :  
Vill & P.O.- Dhalrbati, Via- Taldi,  
P.S. & Sub-Division- Canning,  
District- South 24 Parganas.  
PIN- 743376.

E-mail : biplab.sardar1974@gmail.com



# পশ্চিমবঙ্গ পশ্চিম বংগাল WEST BENGAL

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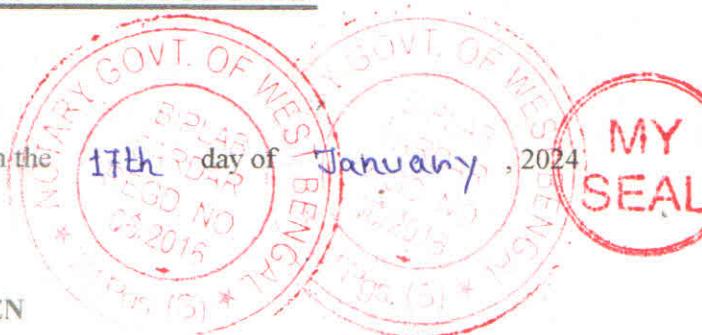
BEFORE THE NOTARY PUBLIC  
AT ALIPORE, KOLKATA-27



## DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made in Kolkata on the  
(Two Thousand Twenty Four):

## BETWEEN



SL. NO. .... 5470 .... DT. 16/01/24

NAME..... (SUDIP KUMAR BHAUMIK)

ADDRESS..... Advocate

..... CMM Court, Calcutta

..... Enrolment No.: WB/124/2007

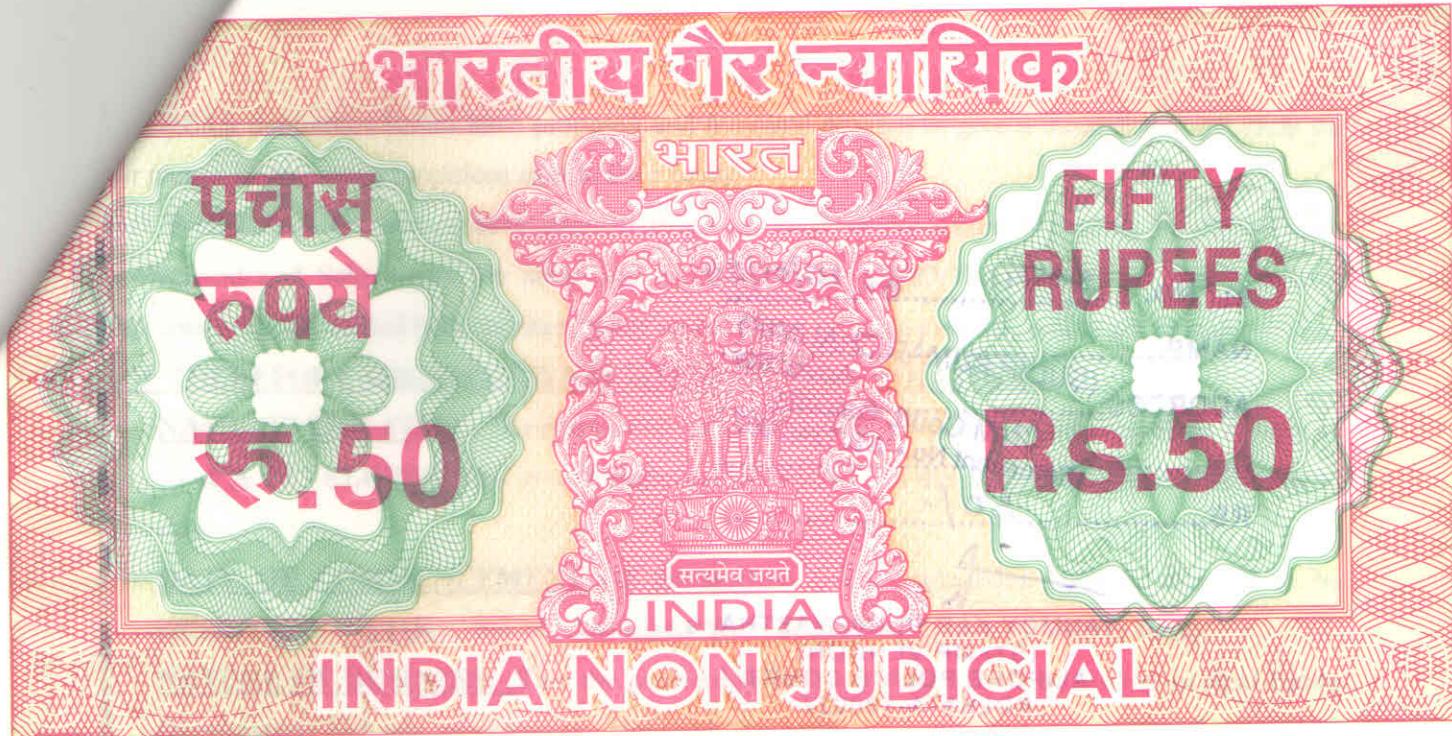
RS..... 100/-

TANMOY KAR PURKAYASTHA  
(STAMP VENDOR)  
ALIPORE POLICE COURT  
KOLKATA-700027

$$100 \times 1 = 100$$

$$50 \times 1 = 50$$

$$\hline 150/-$$



পশ্চিমবঙ্গ পঞ্চিম বঙ্গ WEST BENGAL

AF 710678



**SMT. ANIMA DAS (PAN EDYPS8554L) (AADHAAR No. 8359 0792 8290)** wife of Dipankar Das, by faith: Hindu by Occupation: Business, Resident of 9/25, Bijaygarh, P.O. Jadavpur University, Kolkata - 700032, District - South 24 Parganas, hereinafter referred to as "FIRST PARTNER" (which expression shall unless it be repugnant to the context or contrary to the meaning thereof, be deemed to mean and include her respective legal representatives, executors, administrators, successor-in-interest, till the last survivor and permitted assigns), the party of the FIRST PART.

AND



**SMT. TARA DAS (PAN AHNPD2724L) (AADHAAR No. 7373 8646 3152)** wife of Tapan Das by faith: Hindu by Occupation: Business, Resident of 48, Raja S.C. Mullick Road, P.O. Jadavpur University, Kolkata - 700032, District - South 24 Parganas, hereinafter referred to as the "SECOND PARTNER" (which expression shall unless it be repugnant to the context or contrary to the meaning thereof, be deemed to mean and include her respective legal representatives, executors, administrators, successor-in-interest, till the last survivor and permitted assigns), the party of the SECOND PART:



SL. NO. .... 5471 DT. 16/01/24  
NAME..... (SUDIP KUMAR BHAUMIK)  
ADDRESS..... Advocate  
..... CMM Court, Calcutta  
..... Enrolment No. - WB/124/2007  
RS..... 50/-

*[Signature]*  
TANMOY KAR PURKAYASTHA  
(STAMP VENDOR)  
ALIPORE POLICE COURT  
KOLKATA-700027



RECEIVED BY

WHEREAS the parties hereto have proposed and fervently decided to give a thorough to such ideas on their part of finding out a propitious start to their future.

AND WHEREAS the parties have decided to do business in the nature of dealing in Real Estate Development and Sale, under the name and style of "T & A DEVELOPER" with the terms and conditions mutually settled between them today on execution of these presents, which are as under:

**NOW THEREFORE THESE PRESENTS WITNESSETH AS FOLLOWS :**

1. **NAME OF THE FIRM :** The partnership business shall be carried on in the firm name & style of "T & A DEVELOPER" and in such name and/or names as all the partners may agree from time to time.
2. **DATE OF COMMENCEMENT OF BUSINESS :** The partnership shall be deemed to be effective from **17th** day of **January**, 2024 (Two Thousand Twenty Four).
3. **NATURE OF BUSINESS:** That the partnership business shall be that of dealing in Real Estate Development and sale related work. However, the partners by mutual consent may add to any of the lines in the existing partnership business or may do away with any of the lines.
4. **REGISTERED OFFICE:** The Registered office of the Firm shall be at 9/24A, Bijaygarh, P.O. Jadavpur University, Kolkata - 700032, District – South 24 Parganas.
5. **DURATION OF THE FIRM :** The duration of the Partnership shall be 'AT WILL'.
6. **CAPITAL OF THE FIRM:** That the capital required for the business of the partnership shall be Rs. 1, 00,000/- (Rupees One Lakh) only and it shall be contributed by the partners proportionate and equally i.e. each partners shall contribute Rs. 50,000/- (Rupees Fifty Thousand) only as mutually agreed by the partners.
7. **FURTHER CAPITAL:** Further capital for the Partnership Business, as and when required, shall be contributed by the partners in such a manner and in such proportion which may vary as mutually agreed upon from time to time.
8. **ADDITIONAL CAPITAL BY ANY PARTIES:** The partners who provides additional capital shall receive interest at the rate of 12% per annum and the same shall be credited to his personal account and shall be paid to him last date of accounting year, in every year before any division of profits is made and such excesses contribution to the capital shall be a debt of the partnership business.
9. **SALARY:** That no partners shall be entitled for monthly salary.
10. **SHARE IN PROFIT & LOSS:** That, the Net Profit or Losses of the said Partnership Business after the payment of all expenses and other out goings including the capital profits and/or losses if any after making partners interest if any and capital profits remuneration shall be divided between all partners in the following proportion:

**SMT. ANIMA DAS (PARTY OF THE FIRST PART)**

**SMT. TARA DAS (Party of the Second Part)**



11. **SHARE IN ASSETS & LIABILITIES:** That the respective shares of the partners in the Assets and Liabilities of the Partnership Business shall also be in the same proportion as specified into the Clause No. '10' above.
12. **ACCOUNTS:** That, the Profit and Loss account shall be prepared after charging all expenses incurred in connection with the business and the said profit and loss account shall be final and binding upon all the partners.
13. **BOOKS OF ACCOUNTS:** That all necessary books of account of the partnership firm shall be maintained and kept at the principal place or places of the business or businesses or at some other place or places as may be agreed upon among the partners from time to time. Annual Opening of the business shall be on 1st April each year and Closing of the business shall be on 31st March each year, when account will be settled and Balance Sheet and Profit & Loss A/c. prepared and appended by the Partners which shall be final and conclusive and the copy of statement of accounts shall be distributed to all the partners.
14. **BANKERS & BANK OPERATION:** The Account in the Firm name shall be opened in a Co-operative/ Nationalized Bank/any other Bank and the same shall be operated by both the partners. Both the partners shall be authorised signatory. Any amendment of that shall be specifically decided mutually between parties by passing special Resolution thereof.
15. **BORROWING POWERS:** That the firm is entitled to borrow money from banks or financial institutions or raise funds from the market for carrying on the business of the partnership firm on such terms and conditions which are beneficial to the partnership firm after the conditions which are beneficial to the partnership firm after the partners unanimously agree to do so and the same shall be binding upon all the partners. However no partner shall raise any loan in the name of the partnership for his personal use and in case he/she does so the partnership firm shall not be responsible for the repayment of the said loan or any interest of that thereon.
16. **DUTIES OF PARTNERS:** Work whole heartedly to the greatest advantages and for the benefit of the partnership and be just, faithfully and honest to the other partner. Each partner shall be diligently and intelligently in the interest of firm. Give and render true, proper and satisfactory account and explanation to the other partners and also of all the dealings and transitions in respect of the partnership business and affairs thereof and Deposit forthwith all money, cheques, Hundies, Negotiable Instruments etc. received by him on firm's accounts in the Bank of the Firm.

A red circular stamp with a large letter "A" in the center.

A red circular stamp with the text "MY SEAL" in the center.





**PRIVATE DEBTS, COSTS, ACTIONS ETC:-** Both the partners shall pay and discharge their private debts and engagements, whether present or future and keep indemnified the firm from all actions, costs, claims, and demands in respect thereof. That parties hereto also declare and affirm that in so far as the firm is concerned, all the transaction shall be in the name of firm alone and any private dealing indulged into by anyone of them, shall be at the costs and risk of the said individual in his individual capacity, and the firm shall neither be liable nor has it any concern with an illegal and unauthorised commitment.

18. **PERSONAL LIABILITIES:** No partner shall be liable for any personal liabilities of the other partner and the partnership firm shall not be liable for personal debts of any partners.
19. **MAINTAINANCE OF FIRM ACCOUNTS:** The firm shall regularly maintain in the ordinary course of the business, on account of all its incomings and outgoings and also of its assets and liabilities, in proper books of accounts which shall be kept at the principal place of the business and each partners shall at all times, have free access to them and shall be at liberty to make such extract there from as and when he/she may think fit and proper.
20. **IT IS EXPRESSLY AGREED BY THE PARTNERS HEREIN THAT:**  
No partner shall be directly or indirectly engaged or interested in any other trade or business or the businesses which may be allied or similar to the business of the partnership except with the written consent of other partner.
21. **ASSETS ETC:** All the Tangible and intangible assets of the firm including the goodwill, stock-in-trade, benefit of contracts entered etc. will belong to the partners in equal shares and the property of the firm shall be used by the parties exclusive for the business of the firm.
22. **FINACIAL YEAR:** The accounting year of the Partnership Business shall be the Financial Year that is to any, commencing from 1st April and Ending with the 31st March, every year.
23. **DISSOLUTION:** That the partnership firm may be dissolved due to financial crisis or loss in business or by mutual understanding by all the partners; and in the event of dissolution, the books of account shall be made up to date and including the date of dissolution and all the partners shall realize the assets of the firm and apply the proceeds thereof to pay off the liabilities of the firm as on the date of dissolution, the surplus remaining after such settlement of liabilities shall be distributed among the partners in the proportion mentioned in the proportion mentioned in Clause '10' above.
24. **RETIREMENT:** That the partner wishing to withdraw from partnership firm may do so by giving to the other partners one month's notice in writing and on expiration of such notice period, the partner shall stand retired without dissolving the firm which shall continue to function with the remaining partners.





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**POWER OF ATTORNEY:** That any or all the parties are hereby authorised to do all acts on behalf of the firm which are necessary for the smooth conduct of the business and to deal with and act on behalf of the firm in connection with Bank (except as specified in the clause 14 above), Post Office, Income Tax, Sales Tax and Other department or Board Bodies and commercial association. They are in the like manner authorised to file, conduct and withdraw proceedings, to make statements as solemn affirmation and otherwise act therein on behalf of the firm in any court of law, to verify income tax returns and Memorandum of appeals, to get refund etc. and to refer any matter to arbitration. They are also authorised to operate loan Accounts and to otherwise pledge the Assets of the Firm and to authorise any person to do all or any of these acts and also to cancel such Power of Attorney.

26. **DEATH OF ANY PARTNER:** That, NOTWITHSTANDING anything contained in the Indian Partnership Act, 1932, it is hereby mutually agreed to by and between the parties that in case of death of any one or more partners, the firm shall not be dissolved but shall continue to be carried on by and between the surviving partner and legal heirs and/or representatives of the deceased partner can join the firm, as a continuing concern, on the same terms and conditions as incorporated in this deed on such terms and conditions as may be agreed in this deed or on such terms from time to time. It is hereby further clarified that it shall be deemed as change in constitution and not succession.

27. **TRANSFER OF SHARE/ADDITION OF PARTNER:** That no partner shall without the prior consent in writing of the other partners assign, transfer or mortgage his share or interest in partnership or introduce any other person as a partner with him there in.

28. **APPOINTMENT OF AUDITOR:** That appointment of Auditor shall be done by all the partners as mutually agreed upon time to time.

29. **ARBITRATION IN CASE OF DISPUTES:** All Disputes and questions whatsoever which shall either during the Partnership or afterwards arise between the partners, their respective representatives, touching these presents or the construction or application thereof or any clause or thing herein contained or any other in any way relating to the partnership business shall be referred to arbitration in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification and re-enactment.

30. **MUTUAL CONSENT:** That in all matters not covered by the terms of this agreement, mutual consent of all the partners shall prevail.



Unless repugnant to the context or contrary to the meaning Thereof, the expression of all partners shall be deemed to mean and include their respective legal heirs, legal representatives, executors, administrators, successor-in-interest, till the last survivor and permitted assigns.



IN WITNESS WHEREOF, THE PARTNERS hereto have signed this DEED OF PARTNERSHIP the

17th day of January, 2024.

SIGNED SEALED AND DELIVERED by the within named PARTNERS:

Dipankar Das  
10/33 New Bikramganj  
Ladnupur Kalkata 700032

Anima Das  
FIRST PARTNER  
(SMT. ANIMA DAS)



Tara Das  
SECOND PARTNER  
(SMT. TARA DAS)



WITNESSES:

Dipankar Das  
10/33 New Bikramganj  
Ladnupur Kalkata 700032

Identified by me:

Signature (S) Attested  
On Identification



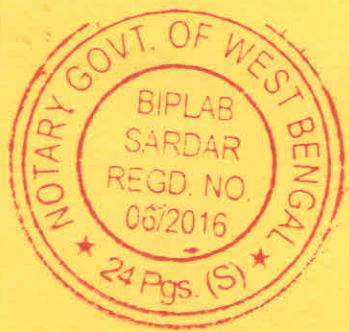
BIPLAB SARDAR, NOTARY  
Regd. No. 06/2016  
Govt. of W. Bengal

IDENTIFIED BY ME

  
Advocate

NABAKUMAR MUKHERJEE  
Advocate  
Alipore Criminal Court  
Kolkata-700 027  
Enrl. No. WB/2037/1999





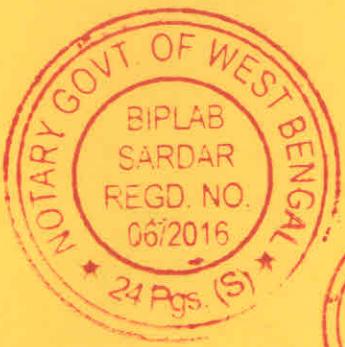
18 JAN 2024

THE 18 JAN 2024 DAY OF

# Paper Writings 'A'

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## The Relative Notarial Certificate



18 JAN 2024

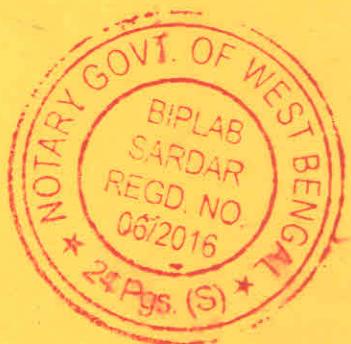
**BIPLAB SARDAR**

18 JAN 2024 **Advocate**



# NOTARY

GOVT. OF W.B.  
Regd. No. - 06/2016



18 JAN 2024

A D D R E S S E S

Resi. & Chamber :

Vill & P.O.- Dhalirbati, Via- Taldi,  
P.S. & Sub-Division - Canning,  
District- South 24 Parganas  
PIN- 743376.

Mobile : 9732723770