

SERIAL NO.

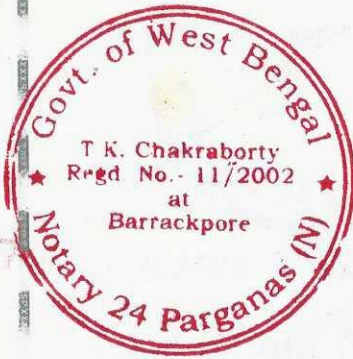
C/57

Dt. 21 NOV 2020




পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AD 051742



DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made this the 21st day of **November** 2020 (**TWO THOUSAND TWENTY**) of the Christian Era.


T.K. CHAKRABORTY
NOTARY
Regd. No. 11/ 2002
Expiry on 27.8.2022.
(Govt. of West Bengal)
BARRACKPORE COURT

21 NOV 2020

নম্বর : ১৭৬৮
সন ও তারিখ : ১৫/১১/২০১৯
ক্রেতার নাম : Kachhikunda Construction
ঠিকানা : ৪৪/৩১৬৩, K. G. Road, W. ১৫
মূল্য :
ভেতার :

বারাসাত কোর্ট
জেলা : উত্তর ২৪ পরগনা
তারিখ : ২৭ NOV ২০১৯
মোট স্ট্যাম্প খরচ : RS ১০০০০০০
স্ট্যাম্প ভেতার :
ভেতার : এমি সফট বোস

আমর কাছে এককোয়..... টাকা
মূল্যের স্ট্যাম্প না থাকায় ন্যূনতম..... কট
নিম্নজায় ক্ষেতবেক স্ট্যাম্প পূরণ করিলাম।

১৭৬৮/১৯
১৭৬৮/১৯
স্বা :
স্ট্যাম্প ভেতার : বারাসাত কোর্ট।

भारतीय गैर न्यायिक

पचास
रुपये
रु.50

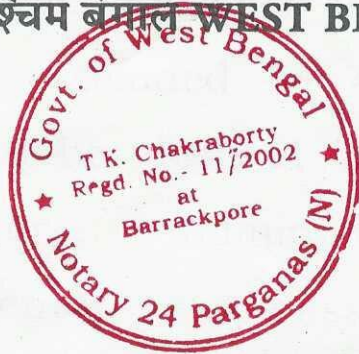


FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

Z 234135



BETWEEN

SRI SATI NATH NAG having Pan No-ADRPN0196Q son of Late Bhola Nath Nag by faith Hindu by Profession Self-employed by Nationality Indian residing at 18/3/6B, Kumud Ghosal Road, P.O-Ariadaha, P.S.-Belghoria, Kolkata-700057 District North 24 Parganas hereinafter called the **"FIRST PARTNER"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executor, administrators, successors, legal representatives and assigns) of the **FIRST PART.**

T.K. Chakraborty

T.K. CHAKRABORTY
NOTARY
Regd. No. 11/ 2002
Expiry on 27.8.2022.
(Govt. of West Bengal)
BARRACKPORE COURT

21 NOV 2020

নং : 1968
সন ও তারিখ : 18/12/2019
ক্রেতার নাম : Radhakrishna Construction
ঠিকানা : 1366, K. G. Road, Laksar.
মূল্য :
ভিডার :

বারাগাট কোর্ট

জেলা : উত্তর ২৪ পরগণা

স্মারক নং : 23 DEC 2019

সিটি ট্যাক্স বারন : RS 300000

ক্রেতার বারাগাট

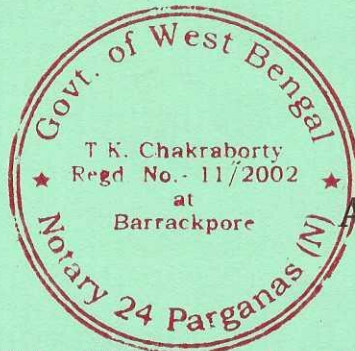
ক্রেতার : শ্রী অম্বাট বোহ



BETWEEN

SRI SATI NATH NAG having Pan No-ADPN01900 son
of Late Bhola Nath Nag by late Hindu by Profession Self-
employed by Nationality Indian residing at 18/3/68,
Rajmud Ghosh Road, P.O.-Atchada, P.S.-Belghata,
Kolkata 700027 District North 24 Parganas hereinafter
called the "FIRST PARTNER" (which expression shall
unless excluded by or repugnant to the subject or
context be deemed to mean and include his heirs,
executors, administrators, successors,
representatives and assigns) of the FIRST PART.

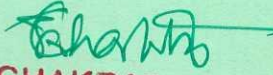
T.K. CHAKRABORTY
NOTARY
Regd. No. 111/2002
Expiry on 27.8.2023
(Govt. of West Bengal)



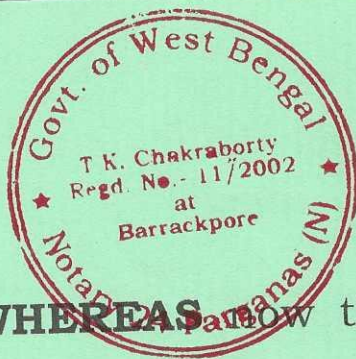
SRI ARITRA GHOSH having Pan No-BKMPG6538G son of Late Swapan Ghosh by faith Hindu by Profession Business by Nationality Indian residing at 3/5, A.C. Sarkar Road, P.O.-Dakshineswar, P.S.-Belghoria, Kolkata-700076, District-North 24 Parganas hereinafter called the **"SECOND PARTNER"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executor, administrators, successors, legal representatives and assigns) of the **SECOND PART**.
recorded as follows:-

WHEREAS the above named partners are known amongst each other for long years and were planning to set up a partnership business.

AND WHEREAS the above said partners with that intent to formed a partnership firm under the name & style of **M/S RADHA KRISHNA CONSTRUCTION** and both are became the partners of the above mentioned partnership business.


T.K. CHAKRABORTY
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Expiry on 21.12.2022.
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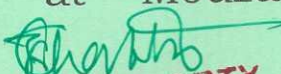
21 NOV 2020



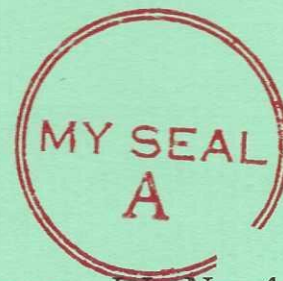
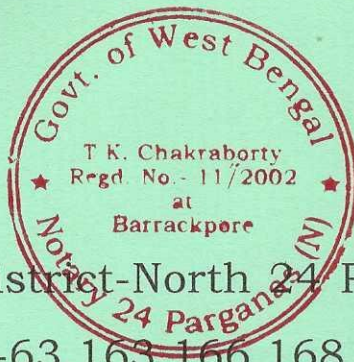
AND WHEREAS now the partners expressed their desire to put down into writing the terms, conditions and stipulations under the said partnership firm have been governed and shall continue governed and have mutually agreed to execute the Deed of Partnership signifying and setting out terms, conditions and stipulations.

NOW THIS PARTNERSHIP DEED WITNESSETH AS FOLLOWS :

1. That the name & style of the said partnership firm shall be **M/S RADHA KRISHNA CONSTRUCTION.**
2. That the partnership having already commenced on and from 1st day of December, 2020.
3. That the registered Office of the said partnership firm shall be at present carried out at 18/3/6B, Kumud Ghosal Road, P.O.-Ariadaha, P.S.-Belghoria, Kolkata-700057, District-North 24 Parganas under the limits of the Kamarhati Municipality.
4. That the business of the said partnership firm shall be that the development of land by constructing multi-storied building upon the land measuring 2 cottahs 8 chittaks and 40 sfts (be the same little more or less) which is situated at Mouza-Dakshineswar, P.S.-


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21 NOV 2020

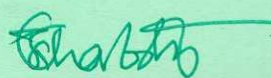


Belghoria, District-North 24 Parganas, J.L No-4, R.S No-1, Touzi Nos-63,163,166,168 & 222 comprised in Part of Dag No-1223, under Khatian No-1173, Municipal Ward No-15, Holding No-708, Premises No-260, A.C. Sarkar Road, P.O.-Dakshineswar, Kolkata-700076 under the limits of the Kamarhati Municipality.

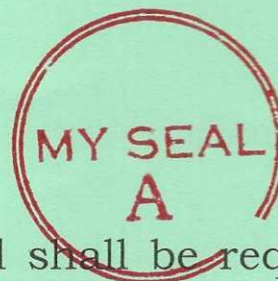
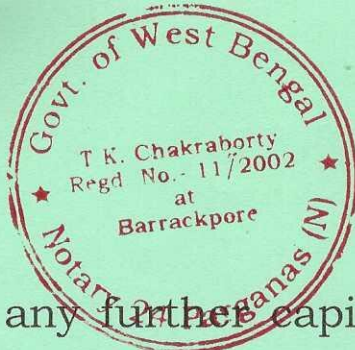
CAPITAL: that the capital of the said firm will be the sum credited to the capital accounts of all the parties hereto in the books of accounts of the firm on 31st day of March, 2021 provided however that the partners hereto will provide further capital to the firm as and when it will be so required equally or in such other ratio as they will decide from time to time.

(a) **THAT** the capital of the said partnership business shall be the sum of Rs. 5,00,000/- Only and shall be provided by and belong to the partners in the following shares:

- (i) 1st Partner provided a sum of Rs. 2,50,000/- Only.
- (ii) 2nd Partner provided a sum of Rs. 2,50,000/- Only.


T.K. CHAKRABORTY
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Expiry on 27.8.2022.
(Govt. of West Bengal)
BARRACKPORE COURT


21 NOV 2020



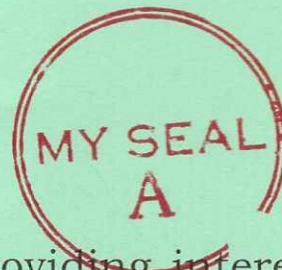
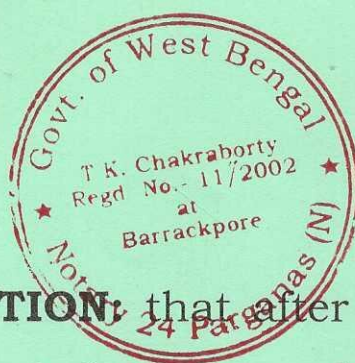
If any time any further capital shall be required for the said partnership firm the same shall be provided by both the partners according to their respective shares.

ACCOUNTING YEAR: that the first balance sheet of the firm under this Deed will be drawn on 31st day of March, 2021 and thereafter the accounting year of the firm will commence and from 1st day April, of each English calender year and will end on 31st day of March of succeeding year and this arrangement will continue till it is decided otherwise by the parties hereto.

INTEREST ON CAPITAL: that the parties hereto shall get simple interest on their respective capital balance as on 1st day of the each financial year at the maximum, rate as permissible, under section 40(b) (IV) of the Income Tax Act-1961 or any amendments of any enactments thereof with the provision that in case the firm incur any loss they will not get any interest or incase of in-sufficiency of profit the interest amount will be restricted to profit amount and in that case interest amount will be credited to the respective capital amount of the parties hereto in pro-rata basis.


T.K. CHAKRABORTY
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Regd. No. 11/ 2002
Expiry on 27.2.2022.
(Govt. of West Bengal)
BARRACKPORE COURT

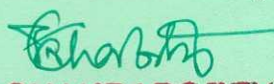
21 NOV 2020



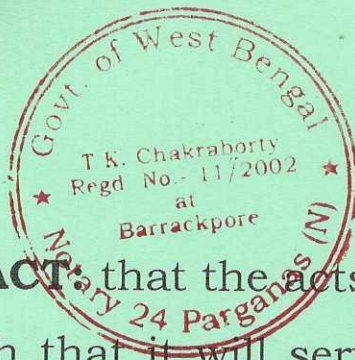
REMUNERATION: that after providing interest in terms of clause No-6, hereof surplus, if any remaining out of the profit of the firm in any year then remunerations payable to all the parties hereto, bearing working partners equally will be provided out of the said surplus according to the provisions of section 40(b) (v) (2) of The Income Tax Act-1961 or any amendments of enactments thereof as will be applicable from year to year.

SHARING OF PROFIT: that after providing interest on capital as per clauses (6) hereof and remuneration as payable to working partners as per clause No (7) hereof, surplus, if any remains out of the profit or loss including capital loss will be shared by the partners hereto as party of the aforesaid First Part 50% share and party of the aforesaid Second Part 50% share.

BALANCE SHEET AND PROFIT AND LOSS ACCOUNT: that the end of every accounting year profit & loss account and balance sheet will be prepared for the purposes of ascertaining and determining the assets liabilities of the firm as well as determine the respective shares of profit or loss as the case may be of the parties hereto.


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21 NOV 2020



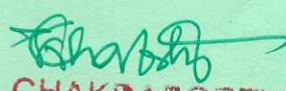
PRUDENTACT: that the acts and deed of the parties here will be such that it will serve the best of interest of the firm.

EXPENCES: that all expenditure required to be made in the conduct of the business shall be made with mutual consent of the parties hereto.

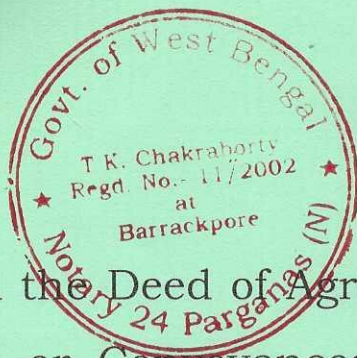
DRAWINGS: that the parties hereto are entitled for personal drawings as per mutual consent which will be adjusted against their respective capital account.

BANK ACCOUNT: that the Bank of the said partnership firm shall be any schedule Bank and/or such other Bank or Banks as may from time to time mutually agreed upon the partners. The bank account will be operated under the signatures of both Partners jointly.

5. **THAT** the partnership business is entitled to take financial assistance loans advance, bank drafts from any financial organization either private organization and/or from government and/or from any banking organization and/or statutory organization and/or for a quasi govt. authority on such terms and conditions as it deem fit and proper.

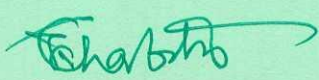

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BARRACKPORE COURT

21 NOV 2020

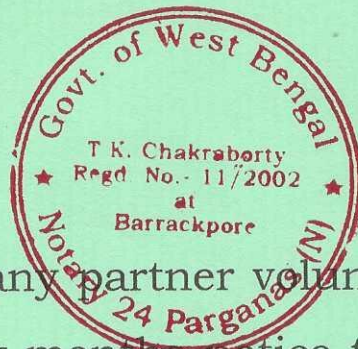


6. **THAT** all the Deed of Agreement for Sale and Deed of Conveyance or Conveyances in respect of the propose residential flats/shops/godowns/offices/car parking spaces shall be executed by the both Partners jointly and at the time of registration of the propose Deed of Conveyance or Conveyances in respect of the propose flats/shops/godowns/offices/car parking spaces both the partners attend before the Registration Authority and get its registered.

7. **THAT** in the event of granting any financial assistances loans advance, bank over drafts in whatsoever from it may be to the firm by any scheme or non-schedule Bank, central and/or state govt. authority statutory, organization and/or quasi govt. authority private individual and/or body in corporate in any terms and conditions as shall be mutual settled by the parties the firm shall always indemnity from all suits and proceedings the said schedule or non-schedule bank, central and/or state govt. authority statutory organization and/or quasi govt. authority private individual and/or body incorporate who will render such financial assistance to the firm.

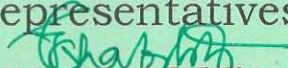

T.K. CHAKRABORTY
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21 NOV 2020

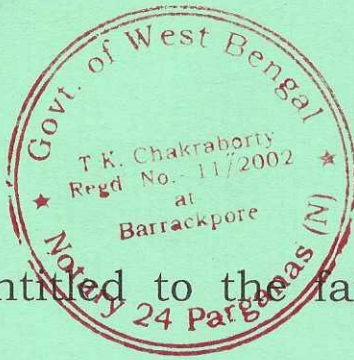


8. **THAT** If any partner voluntarily retire after giving not less than six months notice to other partner an account and statements shall be taken and made out of his share of capital and of all unpaid interest and profit belonging to him unto the time of his retirement for which purpose a valuation shall be made of any assets or effects requiring for which purpose a valuation shall be made of any assets or effects requiring partner shall be paid by the remaining partner to him and on such payment the share of retiring partner in the property or effect, shall vest in the remaining partner in the said property or effect shall vest in the remaining partner in the proportion in which they shall contributed to the purpose thereof.

9. **THAT** If any partner shall die during the continuance of the partnership his representatives shall have the option to be declared by the notice in writing given to the surviving partner within two calendar months after his death of his succeeding to his share of the said business as from his death as sleeping partner, alternatively if the representatives of the deceased partner do not wish to join as partner, the legal representatives of the deceased


T.K. CHAKRABORTY
NOTARY
Regd. No. 11/ 2002
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21 NOV 2020




shall be entitled to the fair value of the share of the deceased.

10. **THAT** during the continuance of the said partnership business if any partners draw any such in advance the same amount will be deducted from his share of profit.

11. **THAT** after six months from the date of starting the construction works of the proposed commercial cum residential building both the Partners jointly shall be entitled to withdraw a monthly salary of Rs.20,000/- (Rupees Twenty Thousand only) per month from the said partnership firm.

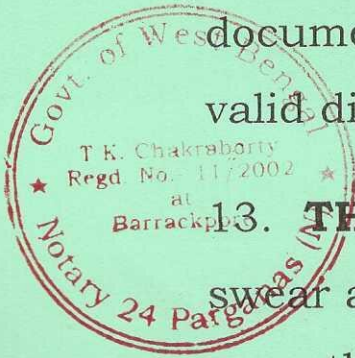
12. **THAT** both the partners shall have legal authority to represent the partnership firm before all courts of civil, criminal military revenue before all public officers or authorities administrators, executors, or Income Tax Officer or Asst. Commissioner of Income Tax tribunal before the commercial officers asst. commissioner of commercial taxes additional commissioner of commercial taxes, or before the arbitrator or arbitrators or corporation of the port commissioner warrants of attorneys and also sign and verify plaint statements


T.K. CHAKRABORTY
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BARRACKPORE COURT

21 NOV 2020



petition accounts or other documents and papers that may be necessary to be filed for the purpose of said suit auctions or other proceedings or public affairs or documents goods properties and moneys and to give valid discharge thereof.



13. **THAT** the partners shall have legal authority to swear any affidavit, or declaration before any court of law or authority on behalf of the partnership firm and sign and acknowledge all registered or insured letters parcel pack etc. money order and the receive deliver thereto on behalf of the partnership firm.

IN WITNESSES WHEREOF both the partners have set and subscribe their respective hands the day, month and year first above written.

WITNESSES :

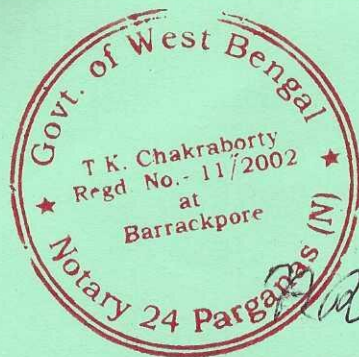
1.

Sat. Nath Nay

SIGNATURE OF THE FIRST PARTNER

T.K. Chakraborty
T.K. CHAKRABORTY
NOTARY
Regd. No. 11/2002
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(Govt. of West Bengal)
BARRACKPORE COURT

21 NOV 2020



Aditro Ghosh

SIGNATURE OF THE SECOND PARTNER

2.

Drafted by me and Prepared in my office

Naba Kumar Ghosh

Advocate

Sealdah Civil Court, Kolkata-700014

Enrollment No-

T.K. Chakraborty
T.K. CHAKRABORTY
NOTARY
Regd. No. 11/ 2002
Expiry on 27.8.2022.
(Govt. of West Bengal)
BARRACKPORE COURT

21 NOV 2020

Notarial Certificate

Recorded Serial No.

9/57.

Dated : 21 NOV 2020

To all to whom these presents shall come, I TAPAN KUMAR CHAKRABORTY duly admitted, appointed and declared by Govt. of West Bengal as NOTARY for practicing within Barrackpore Sub-Division in the District of North 24 Parganas, W.B., India and by law authorized to administer Oaths or take Affidavit from any person and to verify, authenticate, certify or attest the execution of any legal instrument and to do all other functions enunciated in the Notaries Act, do hereby Certify that the paper writings collectively marked "A" annexed hereto are presented before me by the Executant(s) named hereunder on this, the 21st day of November-2020 and the Executant(s) having admitted the execution of the paper writings as marked "A" under his/her/their respective hand(s) in presence of the witnesses who also subscribe signatures thereon and being satisfied on the identity of the Executant(s), I do hereby attest and authenticate the execution of paper writings as marked "A". The Annexed instrument is executed by :

Sati Nath Nag
— and —
Aritra Ghosh.

Who is/are identified by Naba Kumar Ghosh, Advocate
I have granted these presents as my Notarial Certificate to serve and avail as need and occasion shall or may require.

In testimony whereof I have hereunto set my hand and affixed my seal of office at Barrackpore Court Compound on this the 21st Day of November-2020 of the Christian era. 21 NOV 2020

Tapan Kumar Chakraborty
TAPAN KUMAR CHAKRABORTY

Advocate & Notary Public

(Regd. No. 11/2002)

Barrackpore

Resi : 16F Rifle Range Road, Belghoria

T.K. CHAKRABORTY

PAPER WRITINGS "A"
&
**NOTARIAL
CERTIFICATE**

Dated : 21 NOV 2020



Tapan Kumar Chakraborty
TAPAN KR. CHAKRABORTY

21.11.2020. ADVOCATE 21 NOV 2020

&

Notary Public

(Under Govt. of West Bengal, India)

ADDRESSES

Office :

Barrackpore Court Bar -
Association, P.O. Barrack pore,
North 24 Parganas.

Residence :

16/F, Rifle Range Road
Belgharia , Kolkata - 56