

OFFICE OF THE
NOTARY PUBLIC
GOVERNMENT OF WEST BENGAL
DURGAPUR COURT ★ PASCHIM BARDHAMAN
SULTAN SALAUDDIN

B. Com., LL.B, LL.M

Notary Public, GOVT. OF WEST BENGAL



Notarial Certificate

(Pursuant to section 8 of The Notaries Act. 1952)

TO ALL TO WHOM THESE PRESENTS shall come,
I, *Sultan Salauddin* duly authorised by the Government of West Bengal to practise as a NOTARY PUBLIC do hereby verify, authenticate, certify, attest as under the execution of the instrument annexed hereto collectively marked "A" on its being executed, admitted and identified by the respective signatories as to the matters contained therein, presented before me.

According to that this is to certify, authenticate and attest that the annexed instrument "A" is the *Original Deed of Partition* annexed *Seepur* executed by *Tofar Romel* and *Howar Day* on identification of *Id. Advocate*.

PRIMA FACIE the annexed instrument "A" appears to be in the usual procedure to serve and avail as needs or occasions shall or may require for the same.

IN FAITH AND TESTIMONY WHERE OF being required of NOTARY PUBLIC, I the said notary do hereby subscribe my hand and affix my seal of office at Durgapur on this the *06th* day of *April* in the year of Christ 20*22*



Sultan Salauddin

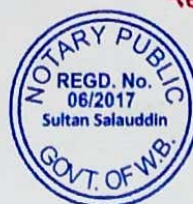
LL.B, LL.M

Notary Public

Professional Address :

Durgapur Court
Durgapur - 713 216
Paschim Bardhaman
Ph. - 9547778887

Sultan Salauddin
Sultan Salauddin, Notary
Durgapur, Paschim Bardhaman
Regn. No. : 06/2017, Govt. of W.B



Sultan Salauddin
NOTARY PUBLIC

06 APR 2022



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

ANNEXURE-A
DEED OF PARTNERSHIP

This Deed of Partnership is Made On This 24th January 2022

Amongst

1. **SRI TOTAN KARMAKAR** (PAN – BAHPK1975J) aged about 45 years, son of Sukumar Karmakar by faith Hindu, by occupation business, residing at Karangapara, D-Math, Durgapur, Pin- 713201, District –Paschim Bardhaman, West Bengal, hereinafter called the party of the **First Part** (which expression shall include his legal heirs, successors, legal representative and assignees)
2. **SRI MANAS DEY** (PAN – AGSPD8300Q) aged about 41 years, son of Sri Lakshman Kumar Dey by faith Hindu, by occupation business, residing at Shantiban Park, Sanjiv Sarani, Durgapur, Pin- 713201, District –Paschim Bardhaman, West Bengal, hereinafter called the party of the **Second Part** (which expression shall include his legal heirs, successors, legal representative and assignees)



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WHEREAS the First party and Second party, are engaged with various business have come together to start a new business of **Builders & Developers** under their partnership have had capacity to invest money, arrange fund exercising and combining their individual resources, energy and skill.

AND whereas they are husband / wife / relatives / friend and they know each other for a considerable time but in order to keep the relation and harmony in the day to day affairs of the business they have decided to reduce in writing the terms and conditions which will govern their mutual interest for the said business of "TM BUILDERS".

AND Whereas it has now considered necessary and expedient to reduce the points in writing which will maintain and followed by all the partner as per terms and conditions provided by this deed of partnership and accordingly they have formed a New Partnership Firm for continuing the said business as per terms and conditions which areas follows.



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TERMS AND CONDITIONS

1. That the amended deed of partnership shall be deemed to take effect from the 24th day of January 2022.
2. That the name and style of the firm shall be “TM BUILDERS” and the nature of the business shall be **BUILDERS & DEVELOPERS** enable Services and/or any other business(s) which the partners hereto shall decide to do from time to time, in the aforesaid name or any other name and style mutually agreed to, in the general interest of the firm.
3. That the partnership business shall be carried on from the Head office and Principle place of business shall be situated at Shantiban Park, Sanjiv Sarani, Durgapur, PIN-713201, Paschim Bardhaman, West Bengal and/or at such other place(s) as the partners shall decide, from time to time, mutually for the greater interest of the firm and accordingly the amendments shall be made.
4. That the sufficient capital for the business shall be subscribed by the partners in the manner to be determine by them mutually as per requirement of the business of the firm which shall be reflected in the books of accounts.
5. That the partnership is AT WILL and terminable by any partner with three months notice in advance in writing to the other partner of his intention in this regard.
6. That all the parties here to be working partners and each partners shall have the authority to execute and sign any agreement on behalf of the firm and shall

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attend to the business and affairs of the partnership firm and against their such services each of the said working partners shall be paid salary and/or commission in lieu of salary and that such salary and/or commission in lieu salary shall be made in accordance with the provisions of the Income Tax Act read with the notification made by the CBDT relating to payment of salary of the partners and that salary and/ or commission in lieu of salary so calculated shall be paid to the said working partners in their respective profit sharing ratio.

(respectively and which shall be subject to the provisions and limitations of section 40(b) of the Income Tax Act, 1961 and as will be amended from time to time.)

Section 40(b) (2) of the Income tax is as follows-

- (a) On the first Rs. 3,00,000 of the book-profit, Rs. 1,50,000 or at the rate
Of a loss or in case rate of 90% of
The book-profit, which-
-ever is more;
- (b) On the balance of the book-profit at the rate of 60 percent;
7. That partners shall be entitled to get interest to get interest at the rate of 12 p.a. on their capital invested in the firm or as may be prescribed under the provision of the Income Tax Act 1961, whichever is permissible.
8. That the profit or loss of the business shall be divided among the partners in ratio of 1:1 of the profit shall be given to the each of the parties
1) **SRI TOTAN KARMAKAR 50%** 2) **SRI MANAS DEY 50%**
9. That each partner shall be entitled to withdraw from the partnership account any amount for personal use chargeable to his drawings account, subject to

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maximum of his monthly salary prescribed hereto above, and the excess, if any shall be liable to interest as per rate applicable.

10. That no partner shall raise any finances, loans(s) for and on behalf of the said firm except with the written consent of the other partner. Any partner raising such finances, loan(s) in contravention of this clause shall personally be responsible for its repayment.
11. That all the partners jointly shall be entitled and empowered to sign the agreements, contracts, or any other documents for and on behalf of the firm. They shall also be entitled to draw and accept, against issue of discharge or receipt or acceptance documents, the payments either in cash or by cheques / drafts etc. from the government departments, undertakings, local authorities, or any other person(s), concern(s), company/companies etc. pertaining to the business of the firm, shall be deemed to have been done for and on behalf of the firm which shall be binding on the other partner in all respects.
12. That no partner shall be entitled to dispose off, transfer, alienate or in any way of manner part with his share or interest in the firm to any other person except with the written consent of the other partner.
13. That the firm shall have its bank account(s) in any Govt. or any scheduled bank as may be mutually agreed and consented to, from time to time, and shall be open by the signatures of all the Two partners jointly by the said bank and account shall be operated by two partners jointly.
14. Registration of the firm shall be made u/s 58 of the Indian Partnership Act 1932 if required and the firm shall also be registered under Income Tax Act 1961 if required.

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15. That the partners shall maintain or cause to be maintain the proper books of accounts, records, vouchers, etc. and shall be opened for inspection by any partner or his duly authorized agent(s) at all reasonable times to takes extracts or copies thereof.
16. That the annual accounts shall be taken on 31st Day of March in every year of all the assets and liabilities of the firm as well as the profit and loss account shall be prepared and resulting profit or loss, after defraying all the chargeable expenses and receipts, shall be credited or debited as the case may be to the personal capital accounts of each partners.
17. That in the event of death of any of the partners the firm shall not be dissolved but shall be carried on with the heirs of the deceased, if the heirs so desire on such terms and conditions and shall be agreed upon by them mutually.
18. That in case of dissolution the business shall be wound up and the assets and liabilities will be dealt with in accordance with the provisions of the Indian Partnership Act, 1932 as may be in force at the relevant time.
19. That in case of any dispute amongst the partners, as to the construction, meaning, interpretation of any of the above clauses or any other matter concerning the business of the firm shall be dealt with in accordance with the provisions of the Indian Partnership Act, 1932 as may be applicable from time to time.
20. That in case of any dispute amongst the partners in respect of any other matter which cannot be resolved between themselves shall be referred to Arbitrator(s) as per the provisions of the Arbitration Act, as may be in force from time to time. Any decision or award there under shall be binding upon all the partners hereto.

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21. That no partner without advance acknowledge to the other partners shall enter into:-

- Any legal proceedings in the name of the firm.
- Compromise and relinquish any payment receivable to the firm changing his share to other partner. To enter into any legal proceedings in the name of the firm to do anything prejudicially affect the business of the firm.
- The partners shall not be allowed to do same type of business within or around ten kilometers for the better interest of the business of the firm.
- Any other points not covered by the foregoing clauses of this deed shall be governed by Indian Partnership Act 1932.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR RESPECTIVE HANDS. ON THIS INSTRUMENT OF PARTNERSHIP DEED, ON THE DAY, MONTH AND YEAR AS AFOREMENTIONED.

WITNESSES

1. *Prash N. Neogi*
Nabafally, Bunkur
Durgap - 713213

Totan Karmakar
(Signature of the party of first part)
(SRI TOTAN KARMAKAR)

2. —

(Signature of the party of second part)
(SRI MANAS DEY)

IDENTIFIED BY ME

Adv.
(ADVOCATE)



INSTRUMENT "A" REFERRED TO
IN THE NOTARIAL CERTIFICATE
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