

SL NO. 23/11

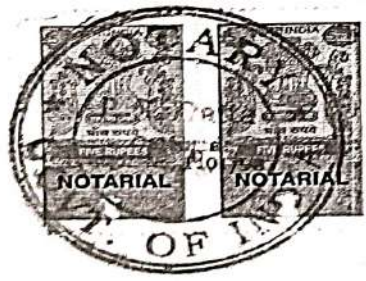
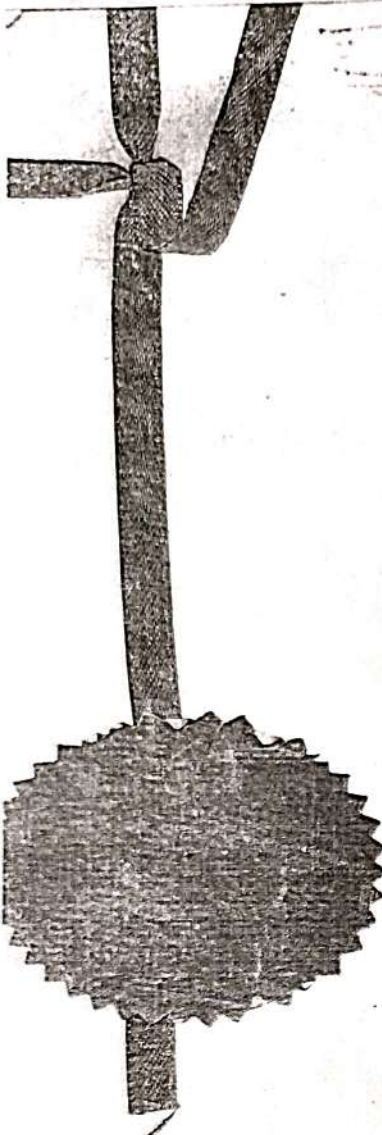
Notarial Certificate

To all to whom these presents shall come, Pradip Kumar Datta duly appointed by the Central Government as a Notary and practising throughout the city of Calcutta (West Bengal). Union of India, do hereby certify that the paper Writings, collectively marked 'A' annexed hereto, hereinafter called the paper Writings, 'A' are presented before me by the executant's.

Nature of Document Partnership Deed
Executed by M/s J.P. Nirman
..... of 18/1/2011 at Minsai Anno - 1st 36
and others as per the same.

hereinafter referred as the executant/s on this the 09 JUN 2011 of 09 JUN 2011 in the year

The "Executant/s" having admitted the execution of the Paper Writings "A" and being satisfied as to the identity of the executant I have attested the execution.



IN FAITH AND TESTIMONY WHERE OF I, the said Notary, have hereunto subscribed my name and affixed my seal of office this day of 09 JUN 2011 the year

[Handwritten Signature]
P. K. Datta
Notary

Govt. of India
Regn. No. 1101/98
Chief Metropolitan Magistrate's Court
2 & 3, Bankshall Street, Calcutta - 700 001



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made on this 9th day of
June, Two Thousand Eleven BETWEEN SRI PRASANTA
GHOSH son of Late Uddhab Ghosh, by faith -Hindu, by occupation
-Business, residing at 16, Kali Nath Munsii Lane, Kolkata -700036,

P. K. DATTA
Notary
Regn. No. 111/98
Govt. of West Bengal
12/2, Old Fort Road, 1st Flr. St
Kolkata - 700 001

09 JUN 2011

5786

- 9 JUN 2011

SL. No. DATE LINE
 NAME
 ADD. DATE
 AMT

M/s J. P. Nirman

16, Kali Nath Munsri Lane
Kof 36

Carries stamp of the value
 of Rs. 730/-
 D.
 su.
 Firmed up to the Requir
 Amount are as follow

1c	1002
1c	502
<hr/>	
2c	1504

MDhoh
 MUNICIPAL INCHSH
 LICENSED STAMP VENDOR
 KOLKATA REGISTRATION OFFICE



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

2

hereinafter referred to as the **FIRST PARTNER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART.**

P. K. DATTA
Notary
Regn. No. 1101/58
Govt. of India
12/2, Dalhousie Office St
Calcutta - 700 001

09 JUN 2011

6786

- 9 JUN 2017

SL. No DATE
NAME
ADD
AMT 50/-

M/s J. P. Nirman
16, Kali Nath Muesi Lane
NO 36

Verify that stamp of the value
of Rs. 150/- is given in the
Duplicate of the letter and the
stamp of the
Form is so as to make up the required
Amount as follows.....

10	100
10	50
<hr/>	
20	150/-

M. Ghosh
MOHIT GHOSH
LICENSED STAMP VENDOR
KOLKATA REGISTRATION OFFICE

AND

SMT. JHUMA GHOSH wife of Prasanta Ghosh, by faith -Hindu, by occupation -Business, residing at 16, Kali Nath Munsii Lane, Kolkata -700036, hereinafter referred to as the **SECOND PARTNER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

WHEREAS the Party of the First Part had been carrying on business under the trade name and style of **M/S. J. P. NIRMAN** at 16, Kali Nath Munsii Lane, Kolkata -700036, on and from 12th day of February, in the year of Christ Two Thousand Eleven as Proprietor.

AND WHEREAS at present in need of finance to the aforesaid business the party of the First Part expressed his desire to take the party of the Second Part as partner.

AND WHEREAS the party of the Second Part accepted to join in the aforesaid business and the parties hereto of the First and Second part hereof have agreed to form a partnership business and carry on business under the Trade name and style of **M/S. J. P. NIRMAN** at 16, Kali Nath Munsii Lane, Kolkata -700036.

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12/2, Old Post Office St
Kolkata - 700 001



AND WHEREAS the party of the First Part have agreed to transfer the Goodwill, Stock of goods, Orders, engagements or contracts and other Assets of the previous firm whatsoever in favour of the present firm with effect from 1st day of June Two Thousand Eleven.

AND WHEREAS the above of the parties have started Partnership business with effect from 12th day of February, in the year of Christ Two Thousand Eleven.

AND WHEREAS the above parties have contributed capital towards the aforesaid business.

AND WHEREAS the above parties deem it necessary for smooth and harmonious working of the business to put in writing and to draw a Deed of Partnership be definite declaration of shares and interest over the same.

NOW THIS INDENTURE WITNESSETH that the two parties mentioned hereinabove are parties and shall remains partners in the said newly constituted partnership business on the terms and conditions, stipulations hereinafter.

1. **NAME :**

That the name of the partnership firm shall be "**M/S. J.P. NIRMAN**".

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Kolkata - 700 001

2. **DATE OF COMMENCEMENT :**

That the partnership is a partnership ~~AT WILLY~~ and it shall be deemed to have commenced on and from ~~1st~~ ^{February} day of ~~June~~ in the year of Christ Two Thousand Eleven and shall continue until determined by mutual consent or in the manner stated hereinafter.

3. **PLACE :**

That the business of the partnership firm shall at present be carried on at 16, Kali Nath Munshi Lane, Kolkata -700036, or at such other place or places as the partners may hereafter from time to time determine. The parties are at liberty to open branch or branches or sub-office any where in India.

4. **NATURE OF BUSINESS :**

That the nature of the business of the partnership firm shall be of "**CIVIL CONTRACTOR**" and General Order Suppliers or other business as mutually agreed upon by and between the partners from time to time.

5. **CAPITAL :**

That the capital of the partnership firm shall be a sum of Rs.1,00,000/- (Rupees One Lakh) only for the present contribution of Rs.50,000/- (Rupees Fifty Thousand) only by each partner.

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Apart from the Capital of the partnership firm there shall be such sum or sums as may be required for the betterment of the business and for the purpose of carrying on the said partnership firm and the same shall be contributed or arranged by all the 2 (two) partners in such proportion as may be mutually agreed upon by them.

6. **SHARES OF PROFIT & LOSS :**

That the partners are entitled to get profits and shall be liable for losses in the following ratio :-

- | | | | |
|----|---------------------------|-------|-----------|
| 1. | SRI PRASANTA GHOSH | | 50% share |
| 2. | SMT. JHUMA GHOSH | | 50% share |

7. **ACCOUNT & ACCOUNTING YEAR :**

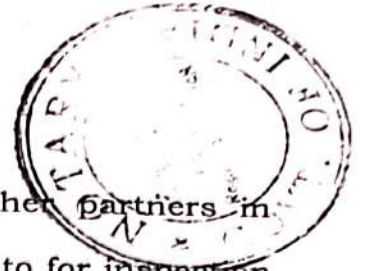
That the accounts of the said partnership firm shall be maintained according to financial year, this is to say from the 1st day of April to 31st day of March of the succeeding year.

An account shall be taken of the assets and liabilities and Balance Sheet & Profit and Loss Account shall be prepared which shall be examined by all the partners and be signed by them.

The usual and necessary books of accounts shall be maintained for the business of the firm and shall be kept at the place of business of the partnership and none of the partners shall be entitled to remove

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them there from, without the consent of the other partners in writing, such books of accounts shall be kept open to for inspection and copying out extracts there from by the partners at all reasonable times.

8. **BANKER & BANK OPERATION :**

That the Bank Account/Accounts shall be opened in the name of the partnership firm i.e. **M/S. J.P. NIRMAN** with any of the schedule Bank/Banks of India and such shall be operated by jointly or any changes of the operations of the Bank Account/Accounts shall be decided on mutual discussion.

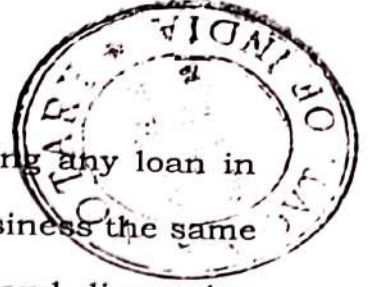
9. **MUTUAL RIGHTS & LIABILITIES OF PARTNERS :**

- a. Every partner shall have a right to take part in the conduct of the business.
- b. Partners of the above mentioned partnership firm are bound to carry on the business of the firm diligently to the best advantages of all and be just and faithful to each other and shall give to all partners and their legal representatives or a full time account and information regarding partnership business at all time.
- c. That all accounts deeds and things, concerning and relating to the aforesaid business shall be done and conducted on consultation and discussion amongst the aforesaid partners.

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Kolkata - 700 001

- d. That in case of contacting any debt or incurring any loan in connection with or concerning the aforesaid business the same shall be done and conducted on consultation and discussion amongst the aforesaid partners.



10. **ADMISSION AND RETIREMENT OF PARTNERS :**

The partnership firm shall be deemed to be continuing on the admission of fresh partner or partners, provided the admission is on the terms herein laid down and is approved by all the partners.

That any partner may retire from the partnership firm by giving other partner or partners 2 (two) calendar months notice in writing. The retirement or death of any partner shall not have the effect of dissolution of the partnership firm. In case of demise of any partner devolved on his nominee if he/she nominates during his life time, on the other hand, any partner dies without nominating anybody, his/her share shall devolve upon his successors who shall have the power to dispose of his share to the remaining partner or partners.

11. **SELL OR DISPOSE OF SHARE :**

That no partner shall sell or dispose of his/her interest in the partnership firm without the consent of his/her co-partner or partners. The partner desirous to sell his/her share in the partnership firm, shall make his offer to his/her co-partner or

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Kolkata - 700 001



partners first and if the remaining partner or partners is or not willing to purchase the same, then he/she shall be sold to an outsider with the consent of the remaining partner or partners.

12. **LOAN PROVISION :**

That the partners are empowered jointly to borrow funds from financial institution or Bank and also empowered to make hypothecation of all the assets fixed and current in favour of West Bengal Corporation or Bank for term loan and working capital.

13. **MANAGEMENT OF THE FIRM :**

That the entire management and control including sale and purchase of goods, appointment and dismissal of employees by shall be born jointly and/or any one of the partners who is available at that time entitled to signed the name on all papers, tenders, contracts, vouchers, bills memos receipts, hundies and all such documents and papers which may shall be required to be signed as incharge by or on behalf of the firm.

14. **SALARY/REMUNERATION :**

That the partners are entitled to get salary/remuneration as mutually decided upon and time to time such salary shall be debited in the Profit & Loss Account of the firm.

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09 JUN 2011



15. **INTEREST** :

That the partners are entitled to get interest on the capital balance at a rate which is permissible under the law and shall be debited in the Profit & Loss account of the firm.

16. **APPOINTMENT OF AN ARBITRATOR** :

That in case of any dispute between the partners the same shall be referred to the Arbitration as provided under law and award of such arbitrators shall be binding on all the partners.

17. **THAT** the provisions of the Indian partners Act IX of 1932 shall however the expressed conditions and stipulations contained in these presents.

18. **THAT** for all other matters not specifically mentioned in the partnership deed the provisions of the Indian Partnership Act shall apply.

19. **THAT** any of the above terms and conditions may be varied altered, modified and or added to the mutual consent of the parties hereof either expressed in writing or implied for conduct.

P. K. DATTA
Notary
Regn. No. 1101/94
Govt. of India
12/2, Old Post Office St
Kolkata - 700 001

03 JUN 2024



IN WITNESS WHEREOF the aforesaid two partners to this Deed of Partnership put their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the **PARTIES** at Kolkata

in the presence of :

WITNESSES :

1. *Smriti Das*
1/3, SRISTY DHAR DEY LANE
KOLKATA - 36.

Prasanta Ghosh.
(PRASANTA GHOSH)
SIGNATURE OF THE FIRST PART

2. *Santumitra*
46, COSSIBORE ROAD
KOLKATA - 36

Jhuma Ghosh.
(JHUMA GHOSH)
SIGNATURE OF THE SECOND PART

Drafted by me :

P. K. Datta
Advocate
C.C. Court
Calcutta

P. K. DATTA
Notary
Regn No 1101/98
Govt of India
12/2, Old Post Office
Kolkata - 700 001

09 JUN 2011

[Signature]
~~Signature of the~~
~~Notary Public~~

Dated the day of 20

IN THE MATTER OF

Instrument "A"

AND

IN THE MATTER OF

Notarial Certificate

P. K. Datta
ADVOCATE

&

Notary Public

GOVT. OF INDIA
REGN. NO. 1101/98

CMM's Court
2 & 3, Bankshall Street,
Calcutta - 700 001

:: OFFICE ::

12/2, Old Post Office Street,
2nd Floor, Calcutta - 700 001

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