

Amitabha Ghoshal

LL.B. Advocate

Regd. No. 660 Dated 07 MAY 2024

Professional Address :

Office - Judges' Court,
Hooghly at Chinsurah
P.O. & P.S. Chinsurah, Dist. Hooghly
West Bengal, Pin : 712 101

Residence :

College Road, P.O. + P.S. Chinsurah
District - Hooghly
Pin Code - 712 101
West Bengal
Mobile No. : 9432067157



NOTARIAL CERTIFICATE

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

ALL MEN THESE presents Shall come, I AMITABHA GHOSHAL, duly appointed by the Govt. of West Bengal as a NOTARY being authorised to practice as such subject to the provisions of The Notaries Act, 1952 (53 of 1952) and the Notaries Rules 1956 made thereunder in and around Chinsurah in (Hooghly Sadar Sub-Division) in the District of Hooghly within the union of India do hereby certify attest as under the execution of the instrument annexed hereto collectively on its being executed, admitted & identified by the respective signatories as to the matters therein, presented before me.

According to that this is to certify authenticate and attest that the annexed instrument "A" is the

Original Partnership Deed executed by the parties to the deed in presence of the witnesses and on subscription of the said Advocate Swabhadra, Hooghly District Judges' Court, WB, and it contains nine pages including Notarial Certificate and Balance Sheet.

PROVIDED THAT the annexed instrument "A" appears to be in the usual procedure to serve and avail as needs of the parties shall or may require of the same



IN FAITH AND TESTIMONY WHEREOF I, the said Notary have hereunto set and subscribed my hand and affixed my Notarial Seal of office at Chinsurah, Dist. Hooghly on this

07th day of May in the year 2024

M/S. GHOSH AND CO.

Piyas Ghosh

PARTNER

AMITABHA GHOSHAL
NOTARY
Govt. of W. B.
Regd. No. 89/2007

07 MAY 2024



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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07 MAY 2024

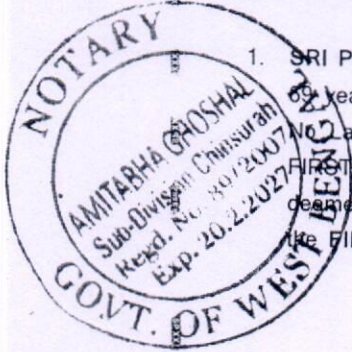


BEFORE THE NOTARY PUBLIC
HOOGHLY.



DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made this 30th Day of April 2024 between:



1. SRI PRADIP KUMAR GHOSH (PAN-ADIPG4802B) son of SRI SAROJ GHOSH, aged about 69 years, by faith Hindu by occupation business, at present residing at Farm Side Road 2 No Lane Simla (CT), Chinsurah RS, Hooghly, West Bengal, 712102 hereinafter called the FIRST PARTY, (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assignors) of the FIRST PART.

AND

2. MR PIYAS GHOSH (PAN-DDNPG0353M) son of SRI PRADIP KUMAR GHOSH aged about 21 years, by faith Hindu by occupation business, at present residing at Farm Side Road 2 No Lane Simla (CT), Chinsurah RS, Hooghly, West Bengal, 712102 hereinafter called the SECOND PARTY, (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assignors) of the SECOND PART

AND

Pradip Kumar Ghosh
Piyas Ghosh
Pousali Ghosh
Paulomi Ghosh
Simla Ghosh

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AMITABHA GHOSHAL
NOTARY
GOVT. OF W.B.
REGD. NO. 80/2007

07 MAY 2024

M/S. GHOSH AND CO.

Piyas Ghosh

PARTNER

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মুদ্রা 100/-
গ্রাহকের নাম Pradip Ch Ghosh

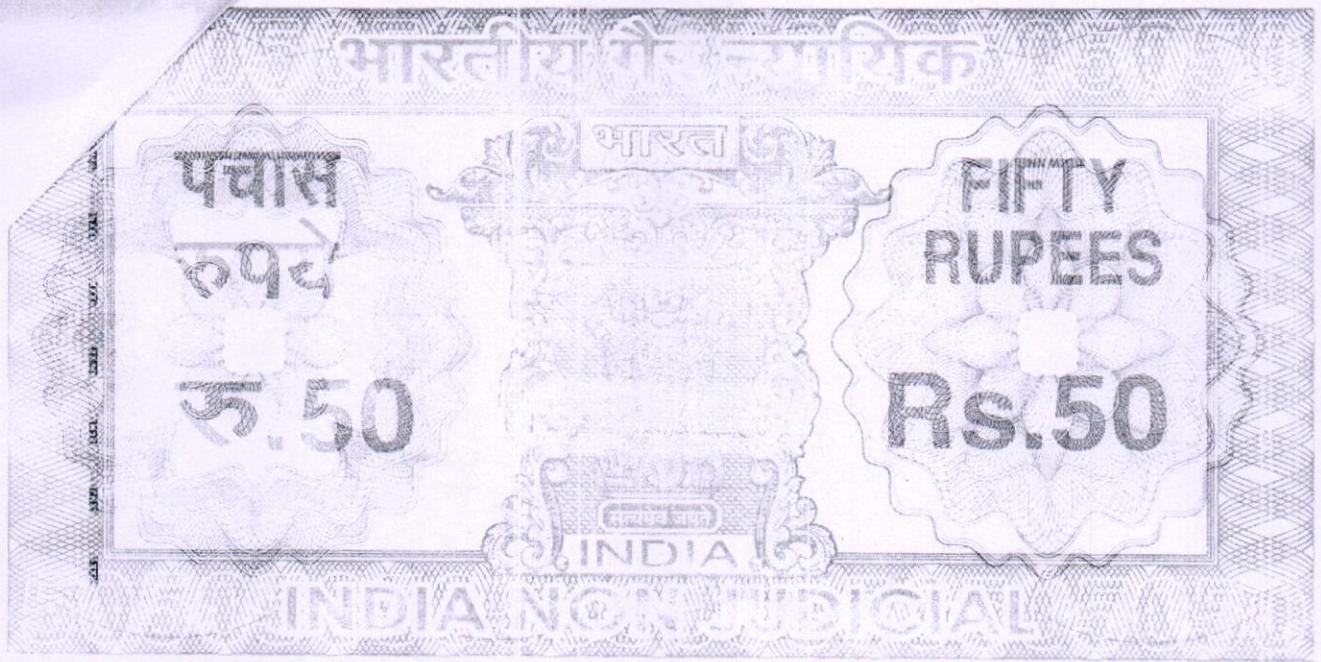
সংস্থ Simla

পথ Chinsura

বাসস্থান Hooghly

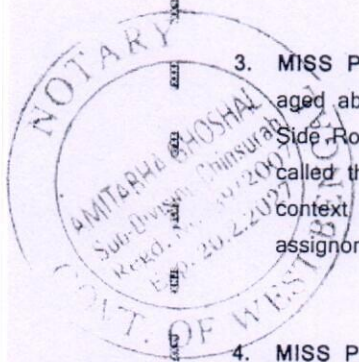
স্বাক্ষর

লাইসেন্সপ্রাপ্ত ইলেক্ট্রিক্যাল ইন্সপেক্টর
অনুপ কুমার গোস্বামী



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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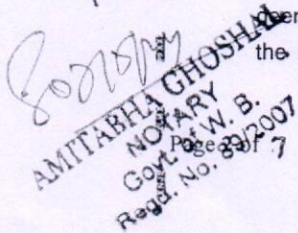
3. MISS POUSALI GHOSH (PAN-BUNPG9191G) daughter of SRI PRADIP KUMAR GHOSH aged about 26 years by faith Hindu by occupation business , at present residing at Farm Side Road 2 No Lane Simla (CT), Chinsurah RS, Hooghly West Bengal, 712102 hereinafter called the THIRD PARTY, (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs , executors , administrators , representatives and assignors) of the THIRD PART

AND

4. MISS POULAMI GHOSH (PAN-DDNPG0355P) daughter of SRI PRADIP KUMAR GHOSH aged about 22 years by faith Hindu by occupation business , at present residing at Farm Side Road 2 No Lane Simla (CT), Chinsurah RS, Hooghly West Bengal, 712102 hereinafter called the FOURTH PARTY, (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs , executors , administrators , representatives and assignors) of the FOURTH PART

AND

5. SMT SIMA GHOSH (PAN-ADIPG4800D) daughter of SRI INDU BHUSAN SAHA aged about 62 years by faith Hindu by occupation business , at present residing at Farm Side Road 2 No Lane Simla (CT), Chinsurah RS, Hooghly West Bengal, 712102 hereinafter called the FIFTH PARTY, (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs , executors , administrators , representatives and assignors) of the FIFTH PART



07 MAY 2024

M/S. GHOSH AND CO.

Piyas Ghosh

PARTNER

✓ Pradip Kumar Ghosh
Piyas Ghosh
Pousali Ghosh
Poulami Ghosh

Simla Ghosh

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মুদ্রা 50
লেখকের নাম Pradip K. Ghosh, Q.
সাক্ষর Simla.
স্থান Chirshoon.
জেলা Jimp Gimgm Hoogmy
সাক্ষর

মহিলা এবং ট্যান্স ডেভার পুরা ভাষা কোর্স
অনুপ কুমার গাঙ্গুলী



WHEREAS the parties to this agreement is carrying on their own business/profession in their respective field and have gathered reasonable experience / expertise in the field of Construction , Real estate and allied business and various work contract business.

WHEREAS all the parties hereto with an intent to do business in the field of Construction/Development etc. and expressed their willingness to form a partnership firm for carrying business of construction and allied activities in long run on perpetual basis and all the parties to these presents agreed amongst themselves and gave their free consent to form a new partnership business.

WHEREAS the parties to this agreement deem fit and proper to express the various terms and condition in writing to avoid any future dispute in running the partnership business.

NOW THIS DEED WITNESSESS and it is hereby agreed and declare as follows:-

1. That the name and style of the partnership shall be **M/s GHOSH AND CO.** and the place of Business shall be at Farm Side Road, Chinsruah RS, Hooghly, 712102 , West Bengal and or at such other place or places as the partners may decide from time to time.

2. That this partnership shall be affected from this 30th Day of April 2024 and shall continue for a period as may be decided amongst the partners and it shall be terminated / dissolved as provided

The firm **M/s GHOSH AND CO** shall be engaged in all kinds of construction business including projects and supply of materials and to lay out, develop, construct, build, erect, demolish re-erect, alter, re-model, or do any other work in connection with any building, scheme ,roads ,highways, docks, ships ,sewer bridges, canals, wells, springs, multistoried buildings, power plants, wharves, ports, reservoirs' embankments, tramways, irrigation improvements, sanitary, water, gas electric light, telephonic and power supply works or any other structural or architectural work of any kind whatsoever and for such purpose to prepare estimates designs, plants specifications, or models and do such other or any act that may be requisite thereof & to purchase, acquire, take on lease, or in exchange or in any other lawful manner any other land, building multi-storied structures and to turn to the same into real estate, account develop the same and dispose of or maintain the same or to maintain the same and to build townships, markets, or other building or convenience thereon and to equip the same or any part thereof with all any amenities or conveniences, drainage facility electric telegraphic, telephonic, televisions and to deal with same in any manner whatsoever and to produce, manufacture, refine, prepare, process, purchase, sell, import, export or generally deal in bricks, sand, stone, marble, tiles, refractoriness, china wares, sanitary materials, pipes, tubes, tubular structures, cement, paints, adhesive, sheets, roofing, glass, furniture, fittings, electrical goods, water supply or storage equipment, floor polish, door closures, concrete mixtures, elevators, paints, hardware, pipe, fittings, lubricant oils, building materials, forest products and any other building or decorative materials made of cement, stone, timber, teak, board, fiber, paper, glass, rubber, plastic or other natural or synthetic substance or chemical and business of hire of earth moving machineries and equipment and such other business or businesses as the partners may from time to time decide.

4. That the initial capital of the parties to this agreement will be Rs 100000.00 (Rupees One Lakh Only) each and if any further Capital be considered by the partners to be necessary and expedient for efficient carrying on the business of the Partnership, the same shall be contributed by the partners in such proportion as may be mutually agreed upon from time to time.

5. The banker of the partnership shall be any bank (Nationalized, Private or Foreign Bank) doing business of Banking in India as mutually agreed by the partners, and the said banking account or accounts shall be operated jointly by the Second and Third Part to this agreement.

6 That in case the firm be at any time in the need of any outside capital for expansion of its business on providing extra working capital or Term loan, the partners will approach to Bank or Banks and others money lending institution or other person/persons and any such borrowings in the name of

M/S. GHOSH AND CO.

Piyas Ghosh

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PARTNER

Soma Ghosh

Pousali Ghosh

Debdami Ghosh

Pradip Kumar Ghosh

Piyas Ghosh



the firm for the purpose of the business of the firm. In such cases all the documents, papers and other papers for the above purpose shall be signed, sealed and executed by all of the partners.

7 That the first accounting year of the firm shall be from 30th April 2024 to 31st March of 2025 and subsequently the 1st April of the next year to 31st day of March of the next financial year.

8 That the partners of the firm shall be entitled to a yearly remuneration which shall be calculated as percentage of the book profits for each accounting year in the following manner:

- a) In respect of first Rs.300000/- of book profit @ 90% or Rs. 150000/- whichever is lower
- b) In respect of balance of book profit @ 60%

9 However in the following cases the remuneration payable to the partners are as under:-

a. That the partners shall be entitled to the entire amount of book profit in case the amount of book profit is Rs 150,000/- or less than Rs 150,000/-

b. That in case the book profit is more than Rs 150,000/- and 90% of the said book profit is Rs 150,000/- or less, the partners shall get Rs150,000/- as their remuneration.

c. That in case of negative book profit maximum Rs. 150000/-

10. The remuneration as stated above payable to the parties mentioned here in under of this agreement shall be distributed amongst the partners as :-

Sri. Pradip Kumar Ghosh (The party of the FIRST PART)	20%
Mr. Piyas Ghosh (The party of the SECOND PART)	20%
Miss. Pousali Ghosh (The party of the THIRD PART)	20%
Miss. Poulami Ghosh (The party of the FOURTH PART)	20%
Smt. Sima Ghosh (The party of the FIFTH PART)	20%

11. For the purpose of the above calculation the book profit shall be calculated on the basis of book profits as shown by the book and computed as provided in S.28 to S.44D (Chapter - IV- D) of the Income Tax Act 1961 and also in the manner laid down under section 40(b) of the Income-tax Act, 1961 without deducting remuneration paid or payable to the partners for the relevant year. The remuneration so computed shall be worked out and credited in the books of account, at the close of the accounting year period.

12. However, the partners shall be entitled to increase or reduce the above remuneration and may agree to pay additional remuneration to any partner or partners.

13. That the partners may draw from time to time from the funds of the partnership against remuneration, interest on capital and /or their share of profit for their personal expenses such sum of money as may be mutually decided amongst them. If it is found at the end of any financial year of the partnership that any partner has overdrawn, the amount so overdrawn shall be either refunded by such partner to the partnership or shall be carried forward for adjustment against his remuneration/interest on capital or his share of profit in subsequent year/years.

The funds required for the purpose of the partnership business shall be contributed or arranged by the first and second part in such manner as may be mutually agreed upon. Interest at the rate of the simple interest shall be payable by the partnership on the amount standing to the credit on his capital and / or current or Loan Account of the partners. If there is any debit balance in the account of any partner, interest at the above rate shall be payable by him/her. The partners shall be at liberty to increase or reduce the above rate of interest from time to time.

M/S. GHOSH AND CO.

Piyas Ghosh

PARTNER

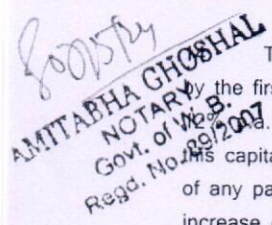
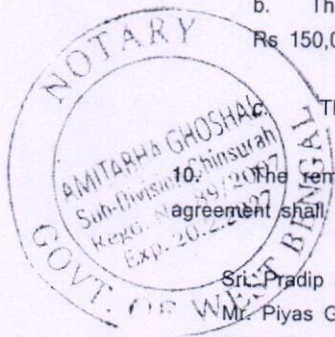
Sima Ghosh

Pousali Ghosh

Poulami Ghosh

Piyas Ghosh

Piyas Ghosh



07 MAY 2024



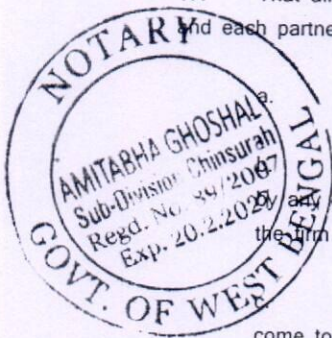
15 The partners shall be entitled to modify the above terms relating to remuneration, interest etc. payable to the partners by executing supplementary Deed and any such Deed when executed shall have effect unless otherwise provided, from the first day of the accounting period in which such supplementary Deed is executed and the same shall from part of this Deed of partnership.

16. The net profit of the partnership business as per the accounts maintained by the partnership after deduction of all expenses of the partnership including salaries and other establishment expenses as well as interest and remuneration payable to the partners in accordance with this Deed of Partnership or any supplementary Deed as may executed by the partners and shall be dividend and distributed amongst the partners as follows:

Sri. Pradip Kumar Ghosh (The party of the FIRST PART)	20%
Mr. Piyas Ghosh (The party of the SECOND PART)	20%
Miss. Pousali Ghosh (The party of the THIRD PART)	20%
Miss. Poulami Ghosh (The party of the FOURTH PART)	20%
Smt. Sima Ghosh (The party of the FIFTH PART)	20%

the loss if any , including loss of capital suffered in any year shall be apportioned in same proportion .

17. That all the policies of the business shall be decided by the partners as mutually agreed upon and each partner shall:-



Diligently attend to the business and devote his/her time and attention thereto.

Punctually pay his/her separate debts and in case of any Loss sustained by the firm or any other partner of the Firm due to his personal negligence or liability be liable to indemnify the firm or such partner as the case may be.

Inform the other partners of all letters, accounts , writings and other things, which shall come to his/her hands or knowledge concerning the business of the partnership .

Neither partner shall without the consent of the others :-

1. Take any apprentice on hire or (expect in the cases of gross misconduct) dismiss any agent or servant of the firm .

2. Lend any of the money or delivery upon credit any of the goods of the firm to any person or persons whom the other partners shall have previously in writing forbidden his/her to trust .

3. Except in the ordinary course of business give any security or promise for the payment or money on account of the firm .

4. Secure surety or guarantee for any person or knowingly suffer anything whereby the partnership property may be endangered.

5. Assign or change his/hir share in the assets or profits of the firm

Draw or accept or endorse any Bill of Exchange or Promissory Note on account of the Firm .

No partner shall without the consent in writing of the other partner assign or mortgage his/her share or interest in the partnership.

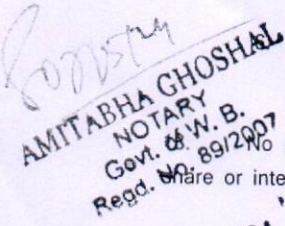
Sima Ghosh

Pousali Ghosh

Poulami Ghosh

Piyas Ghosh

Piyas Ghosh



07 MAY 2024

M/S. GHOSH AND CO.

Piyas Ghosh

PARTNER



19 No partner shall lend money or give credit to or have any dealing on behalf of the partnership with any person or company to whom the other partner shall previously have forbidden his/her to trust or deal with.

20 That any partner during the continuance of the partnership may retire from partnership on giving to the other partner at least three calendar Months previous Notice in writing of his intention to do so. At the expiration of the said notice period, the partnership will not stand dissolved but will be carried on by the surviving partners on the terms and conditions mutually agreed upon amongst themselves on such retirement. The retiring partner will be entitled to the amount lying at his credit as on the date of retirement being his capital, proportionate profits, losses drawings to be taken together for the purposes of determining the quantum of amount payable to him in equal monthly installments within one year plus interest at the rate of twelve percent per annum of the balance due at the end of such accounting year.

21 That in case of death of any of the partners hereto, the partnership business shall not be dissolved but it shall be continued by the surviving partners.

That the surviving partners will take into the partnership all or any of the legal heir or who is/are willing and competent upon the same terms and conditions of the deceased individually or collectively partner to the share of partnership remuneration and other benefits enjoyed by the deceased .

In case of the heir of heirs of the deceased partner do not agree to enter into the said partnership then the share of the deceased partner will be valued as it stands in his name on the date of his demise all profits, losses and capital computed together at that date and a valuation of Goodwill which is to be taken as Three years , purchase of proceeding Five years average Net Profit proportionately credited to the deceased will be paid to his legal heir or heirs by the surviving partner in equal monthly installments within one year plus interest at the rate Fifteen percentage per annum on the balance due at the end of each accounting year .

And further that for the purpose of payment of such money to the legal heir or heirs of the deceased, the continuing partner however will be entitled to bring in any outsider as partner into the Firm.

The legal heir or heirs of the deceased partner may also join as partners and will get remuneration and share of profits and losses of the firm in the same ratio as enjoyed by the deceased partner, and the heir or heirs of the deceased partner shall took part in the day to day administration of the firm , shall have the right to inspect the book of accounts of the Firm .

22 The partnership will be dissolved only at mutual consent of all the partners. In case of such dissolution of the Firm the books of accounts of the partnership will be made up-to-date, and such accounts on being finally drawn-up providing therein all assets and liabilities and be Audited by a Chartered accountant for the purpose of determining the dissolution account by setting of the liabilities against the value of the realizable assets and the surplus, if any. After settlement of all accounts and payment of capital, loans advanced by the partners themselves, if any, be distributed in equal proportions and the provisions of Indian partnership Act 1932 relating to dissolution will prevail in all other matters relating to dissolution.

23 That no partner shall be eligible to sell his share to any outsider which in the extreme case, must be sold to the other partners.

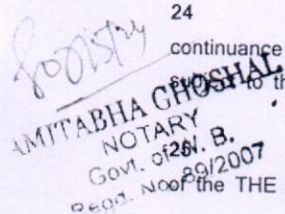
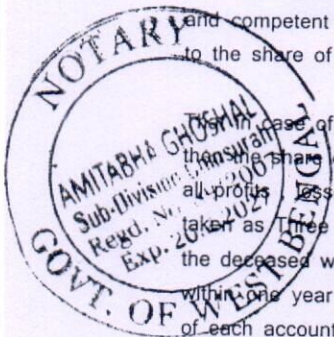
24 That in the case of difference of opinion arising amongst the partners during the continuance of the business the said differences will be decided by Arbitration in accordance with and to the provisions of the Indian Arbitration Act 1940.

That in all matters not provided for herein partners shall be governed by the provisions of THE ARBITRATION AND CONCILIATION ACT, 1996.

M/S. GHOSH AND CO.

Piyas Ghosh

PARTNER



07 MAY 2024

Sima Ghosh

Sima Ghosh

Pousali Ghosh
Paulami Ghosh

Piyas Ghosh



IN WITNESS WHEREOF the partners hereto set and subscribed their respective hands and seal the day month and year first above written .

SIGNED, SEALED AND DELIVERED

Within named in presence of :-

1) Biswajit Saha, 1st Lane Farm Side Road, Chinsurah, Hooghly (WB)

2) Nayan Chakraborty, Gargani Para, P.O. Burushitola, Hooghly

Pradip Kumar Ghosh

Sri. Pradip Kumar Ghosh
(The party of the FIRST PART)

Piyas Ghosh

Mr Piyas Ghosh
(The party of the SECOND PART)

Pousali Ghosh

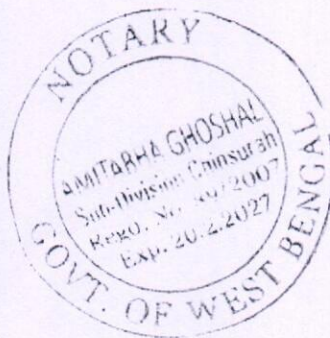
Miss. Pousali Ghosh
(The party of the THIRD PART)

Poulami Ghosh

Miss. Poulami Ghosh
(The party of the FOURTH PART)

Sima Ghosh

Smt. Sima Ghosh
(The party of the FIFTH PART)



Dr. Arun Kumar
Smt. Smt.

WD/793/LC

Sonstey
AMITABHA GHOSH
NOTARY
Govt. of W. B.
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