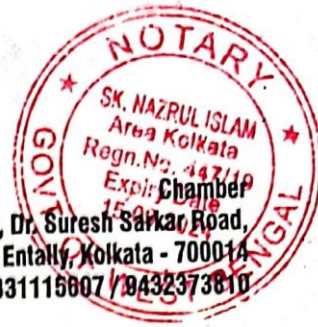


SL. No. 40

SK. NAZRUL ISLAM
B.Sc. LLB., Advocate
NOTARY, CALCUTTA



30/H/6, Dr. Suresh Sarkar Road,
P.O. & P.S. : Entally, Kolkata - 700014
Mob. : 9831115607 / 9432373810

NOTARIAL CERTIFICATE

To ALL WHOM THESE PRESENTS shall come, I, **SK. NAZRUL ISLAM** duly appointed as a NOTARY by the Govt. of West Bengal to practice throughout the district of Kolkata, India do here by certify authenticate attest as under the execution of the instrument annexed hereto collectively marked "A" on its being executed, admitted and identified the respective signatures as to the matter contained therein, presented before me by the executants:

Deed of Partnership executed by 2 between:
Sri Abhishek Shaw
AND - 1st Part
Sri Anitan Ghosh - 2nd Part

As the Executants in this the

10 APR 2023

The Executants having admitted the Execution of the paper, writing "A" and being satisfied as to the identify of the Executants I have attested IN FAITH AND TESTIMONY WHEREOF, I the said Notary have hereunto subscribed by name and affixed my seal of office on this the
10 APR 2023
day of

SK. NAZRUL ISLAM
NOTARY

(GOVT. OF WEST BENGAL)
Regd. No. 447 Dated 16/09/2019
City Civil Court Complex
Kolkata-700001



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पश्चिम बंगाल WEST BENGAL

Annexture "A"

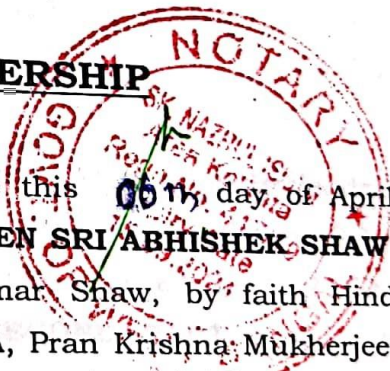


DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made this **06th** day of April, Two Thousand Twenty Three (2023) **BETWEEN SRI ABHISHEK SHAW (PAN: JCTPS4131Q)**, son of Sri Arun Kumar Shaw, by faith Hindu, by occupation Business, residing at 16/1A, Pran Krishna Mukherjee Road, P.S.-Chitpur, Kolkata-700002 hereinafter called the party of the **FIRST PART** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his respective heirs, executors, administrators, legal representatives and/or assigns).

AND

10 APR 2023



32

AMIT CHAUDHURY
Advocate
High Court, Calcutta

50
130

NAME.....
ADD.....
Rs.....
- 5 APR 2023
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Bhow Road, Koda

5 APR 2023
5 APR 2023



भारतीय गैर न्यायिक

पचास
रुपये

रु.50

भारत



INDIA

FIFTY
RUPEES

Rs.50

INDIA NON JUDICIALARY

পশ্চিমবঙ্গ পশ্চিম বঙ্গ WEST BENGAL



Annexure "A"

2

SRI ANITAVA GHOSH (PAN: ADLPG6586F) son of Brajendra Nath Ghosh, by faith Hindu, by occupation Business, residing at 9D, Jadav Chandra Ghosh Lane, Kolkata - 700036, District-North 24-Parganas hereinafter called the Party of the **SECOND PART** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his respective heirs, executors, administrators, legal representatives and/or assigns).

10 APR 2023

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WHEREAS the parties hereinabove have gathered vast experience in the line of business of developing and making construction for different types of buildings, renovation, repairing of houses, buildings etc., construction and renovation of roads, sewers and allied works for their long association with friends and relation and intend to do business in this same line in partnership and each of them has made proposal to other and both of them have agreed with the proposal of other to start business in partnership and in fact they have started the business under the name of style **M/S. TIRUPATI REALTY** at 12, Mahatma Sisir Kumar Sarani, P.S.-Shyampukur, Kolkata-700003, on and from 6th April, 2023, under certain terms, conditions and stipulations mutually agreed upon between themselves.

AND WHEREAS the parties hereinabove are desirous of recoding the said terms, condition and stipulations in writing so as to avoid future complications if any.

NOW KNOW YE AND THESE PRESENTS WITNESSETH that the parties hereinabove have mutually agreed to be partner of the firm under the terms, conditions and stipulations as under.

1. That the name of the firm shall be **M/S. TIRUPATI REALTY**. The parties however may carry on business in any other trade name or names if they so desire from time to time.
2. That the nature and object of the partnership business is or will be developing and making construction for different types of buildings, renovation, repairing, construction and renovation of roads, sewers and allied works either by the partners themselves or jointly with the owner of the land and building or with Govt. of West Bengal or its different departments and to do all other acts in connection with developing and making construction of different types of buildings and other constructions.
3. That the Office of the partnership business shall be situated at 12, Mahatma Sisir Kumar Sarani (formerly known as Galiff Street), P.S.-Shyampukur, Kolkata-700003. The said office of the partnership business may be shifted to some other place in future, if so required, subject to the mutual desire and consent of the parties.
4. That the business of the firm shall be deemed to have commenced business on the 6th April, 2023 and shall be continued to be carried on until determining as it is a partnership AT WILL.
5. That the partners shall contribute their respective capital which will appear in the books of Accounts of the firm and they may contribute further capital in their respective capital A/C. and the total shall be the capital of the firm and the



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same shall carry interest at the rate as per Finance Act from time to time and the shall be deposited in the Profit and loss A/C. of the firm as expenditure. The interest on capital either may be paid in actual from time to time or by crediting respective capital A/c. of the partners at the end of the year. The present capital of the partnership firm will be Rs. 1,00,000/- (Rupees One Lakh) only out of which the party of the First Part will contribute a sum of Rs. 50,000/- (Rupees Fifty Thousand) only and the party of the Second part will contribute a sum of Rs. 50,000/- (Rupees Fifty Thousand) only.

6. That the party of the First part and the party of the Second part herein shall share profit or incur loss as the case may be at the ratio of 50% (percent) and 50% (percent) respectively.

7. That if any loan is required to be raised for any matter conducive to the smooth running, development and benefit of the partnership business, the partners may borrow the required sum by way of loan either from public or private financial institution or from any individual or individuals and in the event of taking loan as aforesaid the loan deed and other papers relating thereto, shall be signed by both the parties. In the event any of the parties alone signing a loan deed or any other documents or papers of similar nature for the partnership firm, the same shall be treated as his personal liability and the other partner shall have no liability for the same.

8. That all outgoings and expenses of the partnership business shall be paid out of the capital and profits of the partnership business and in case of deficiency, the deficiency shall be borne by the partners at profit sharing ratio mentioned hereinabove.

9. (a) That Bank A/c. or A/Cs, shall be opened in the name of the firm with any nationalized or scheduled Bank and the same shall be operated by both the parties jointly, the firm can avail of overdraft A/C. Cash Credit A/C. /Bill discount A/c. and take loan from Bank, Financial Institution, Company, firm and individuals for the necessity of the business of the firm.

b) That both the parties herein jointly shall sign the bills, vouchers etc. and receive and/or collect the money and give proper receipt for the same.

c) That the party of the First part and Second part shall jointly receive any money, payment or payments from any person or persons and/or party or parties and give proper receipt for the same.

10. That considering the nature of the partnership business the partners may employ efficient and suitable person or persons having sound knowledge and experience in the work in the line of construction and allied works and may also



take advice of experts in this connection. The partners may also for the smooth running of their partnership business may employ some person or persons as employees according to the work load of the business. The number of employees as aforesaid may be increased or decreased at the decision of both the parties herein according to the condition and work load of the business.

11. Any partner shall entitle to draw cash from firm as per their requirements subject to the consent of the other partner.

12. The partners shall entitle to get salary, bonus, commission or remuneration whatever it may call but such salary, bonus, commission or remuneration shall be limited within the meaning of Section 40 (b) of the Income Tax Act, 1961.

13. The partners shall entitle to get interest on capital on standing to the credit of their capital A/c. but the rate of such interest on capital shall not be more than 12% p.a.

14. Each of the parties hereto shall pay and discharge his personal debts including all liabilities or Income Tax in respect of his shares in the firm for the Income Tax purpose and after payment of individual Income Tax of the parties the partnership firm shall pay Income Tax out of the profit of the firm.

15. That both the parties will be responsible for keeping proper account of the business in English or any other Indian Language and will maintain all necessary books, registers, vouchers for all receipts and expenditures and other relevant papers and documents. The accounts of the partnership business for each year shall be closed on 31st March. The accounting year of the partnership firm shall be from 1st day of April to 31st Day of March of the succeeding year and both the parties may draw sum from firm if financial conditions permit.

16. That the party of the First part and Second part or his/their duly authorized agent, or representative shall or will have the right to inspect the books of accounts of the firm and will also have the liberty to take such extracts there from as he/they may think fit.

17. That the partners will be just and faithful to each other in all matters relating to the partnership business.

18. That the partners will punctually pay and discharge their separate debts and liabilities and shall indemnify and keep indemnified the partnership firm effectually against the same.



10 APR 2023

19. That no partner shall pledge or utilities the credit or effect of the firm for personal and speculative ends.

20. That both the parties may, if necessary, enter into written agreement with contractors, construction company, Thikadars, Architects, Engineers and consultants or to other individual or individuals for the purpose of effective and convenient running of their partnership business and by virtue of the execution of the said agreements and the said person or persons executing the said agreement with both the parties shall or will not be entitled to claim any benefit out of the partnership business and he/they will only be entitled as per the stipulation of the said Agreement or agreements.

21. That for more effective, smooth and convenient running of the partnership business the partners may, during the continuance of the partnership business be entitled to admit any new partner or partners in the partnership business on such terms and conditions as may be mutually agreed upon by them.

22. That during the continuance of the partnership business the parties shall carry on in any business of the same nature as carried on by the present partnership business.

23. That all matters relating to management control and supervision of the business of the firm and employment and discharge of its employee or employees or rescinding any agreement with the contractors, construction Company, Thikadar, Architect etc. as aforesaid would be done by the partners jointly.

24. That the partnership business shall not be dissolved in the event of the death of any of the partners in case of the death of any partner his any one adult heirs or successors, shall step into the shoes of the deceased partner without disturbing the partnership business. But in the event of the partners being adjudicated insolvent the partnership shall be dissolved.

25. That both the partners shall be faithful and reliable to each other and no partner shall suppress or conceal anything in respect of the business of the firm to the other partner and both partners shall maintain clarity in dealing the business jointly.

26. That in case, any partner intends to retire from the partnership business he shall give three clear calendar month's notice in writing to the other partners informing his intention to retire from the business and on such retirement he shall be given the value of his share as may be determined on adjustment of accounts into the date of his retirement and the retiring partner shall also clear off his dues if any to the partnership firm. No value shall be attached to the



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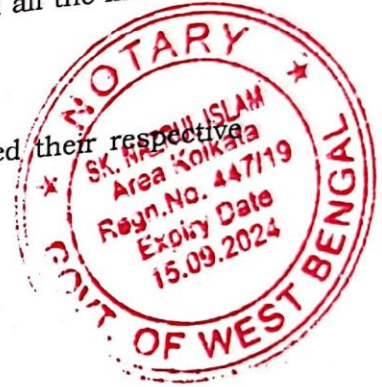
with

goodwill of the Partnership business in case of retirement of partner from the business of the firm. After the retirement of one of the partner from the partnership business the other partners may continue the business alone or admit any new partner or partners as per his choice for continuance of the partnership business in the same name and style and under the terms and conditions as stipulated therein.

27. That if, during the continuance of partnership or at any time thereafter, any difference or disputes shall arise between the partners as to the meaning or construction on the rights and liabilities or matter or things done or to be done in pursuance thereof, such disputes and differences shall be referred to the joint Arbitrators one to be appointed by each of partners, whose award and/or decision shall be final and binding upon the partners.

28. That the provisions of Indian partnership Act shall govern all the matters of the partnership business not specifically provided herein.

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



SIGNED, SEALED AND DELIVERED

BY THE PARTIES at Kolkata

in the presence of :

1. *Sauumen Purkait*
8/2, B, Khetra dhokehew
Kst- 700005

Abhishek Shaw
FIRST PARTY.

2. *Arimeek Sarkar*
553A, Rabindra Sarani,
Kolkata- 700005.

Anil Kumar
SECOND PARTY.

Identified by and known to me

Amit Chaudhury
Amit Chaudhury,
Advocate
High Court, Calcutta
Enrolment No: WB/1870/1995

Signature of the Executant/s
are Attested on the Identification
of the Advocate

[Signature]
Notary
SK. Nasrul Islam
Notary, Govt. of W.B.
Regd. No. 447/19
Civil Court, Calcutta

DATED THIS 6th DAY OF APRIL, 2023

BETWEEN

SRI ABHISHEK SHAW

...FIRST PARTY

AND

SRI ANITAVA GHOSH

...SECOND PARTY

DEED OF PARTNERSHIP

AMIT CHAUDHURY

Advocate

High Court, Calcutta
608, Rabindra Sarani,
Kolkata-700003

Mob:-9433138426

Email: amitchaudhuryadvocate@gmail.com