

Notary Public of India

Kakali Mukherjee
B.A. (H), LL.B
Advocate
Notary, Hooghly

GOVT. OF INDIA



Professional Address :
Chandannagar Court
Hooghly - 712136

Mobile : 9239575903
9239924312

NOTARIAL CERTIFICATE

(Persuant to section 8 of the Notaries Act, 1952)



TO ALL WHOM THESE PRESENTS shall come, I, Kakali Mukherjee duly authorised by the Central Government to practice as a NOTARY 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 partnership Deed
is written in English Language
executed by and between
Sri partha Roy s/o Sri
prahlad Roy AND Smt.
Chaitali Dey w/o Sri
partha Roy.*

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 a NOTARY I, the said notary do hereby subscribe my hand and affix me seal of office at Chandannagar on this.

the 1st day of July in the year of christ 2023.



NOTARIAL STAMP

Kakali Mukherjee
Kakali Mukherjee
NOTARY

KAKALI MUKHERJEE
NOTARY
Regn. No.- 13791/18
Chandannagar
Hooghly-712136

01 JUL 2023



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AN 225889

S/L No. 35
Date 01.07.2023

Notary Public of India

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made on this the 1ST day of July, 2023, Two Thousand Twenty Three .

BETWEEN

SRI PARTHA KOLEY, son of Sri Prahlad Koley, by Caste – Hindu(Indian), by profession–Business, PAN : CKRPK4967R, Aadhaar No. 7361 7256 8827, residing at Sukdeb Singh Road, Urdibazar, P.O. & P.S. Chandernagore, District Hooghly, Pin- 712136, of the FIRST PART hereinafter called the FIRST PARTY which expression shall unless otherwise excluded by or repugnant or contrary to the context hereof be deemed to mean . and include his heirs, executors, administrators, legal representatives and/ or assigns as the case may be;

Cont.P/2



KAKALI MUKHERJEE
NOTARY

Regn. No.- 13751/18
Chandannagar
Hooghly-712136

01 JUL 2023

নম্বর 6790 তারিখ ইং 28-6-20 23

জেতা

সাং Partha Koley

থানা Cpn

ভেণ্ডার- শ্রী প্রবীর কুমার সান্তরা

মূল্য- ২০০/- মোকাম-চন্দননগর কোর্ট

Pranthi-



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AH 446214

:: 2 ::

AND

SMT. CHAITALI DEY, wife of Sri Partha Koley, by Caste – Hindu(Indian), by profession–Business, PAN : AWZPD4968M, Aadhaar No. 9637 1092 8144, permanent resident of 1/953, Sahaganj Main Road, P.O. Sahaganj, P.S. Chinsurah, District Hooghly, Pin-712104, presently residing at residing at Sukdeb Singh Road, Urdibazar, P.O. & P.S. Chandernagore, District Hooghly, Pin-712136, of the SECOND PART hereinafter called the SECOND PARTY which expression shall unless otherwise excluded by or repugnant or contrary to the context hereof be deemed to mean and include his heirs, executors, administrators, legal representatives and / or assigns as the case may be;

Cont.P/3



Kakali Mukherjee
KAKALI MUKHERJEE
NOTARY
Regn. No.- 13791/18
Chandannagar
Hooghly-712136

01 JUL 2023

30 JUN 2023

নম্বর 7216 তারিখ ইং ২০

ক্রোতা

সং Pancha Koley

থানা G

ভেণ্ডার- শ্রী প্রবীর কুমার সাঁতরা

মূল্য- ১০ মোকায়-চন্দননগর কোর্ট

P. Smit

:: 3 ::

WHEREAS the party of the First Part and Second Part are intend to start a New business.

AND WHEREAS with & view to avoid any possible disputes, dissentious, disagreements, difference and / or legal defects and difficulties which may happen to arise in future in connection with any matters concerning the partnership a formal instruments of partnership properly and permanently embodying therein all such precise terms and conditions etc. mutually agreed upon and on the basis of which this partnership formed under the name and style of "NEW DIMENSION", and whose Head Office and principal place of business shall be situated at a Partnership Firm, having its registered Office at Sukdeb Singh Road, Urdibazar, P.O. & P.S. Chandernagore, District Hooghly, Pin-712136.

NOW therefore, the above named Parties do hereby affirm, declare, ratify, confirm as having ab-initio mutually arranged, settled and agreed as follows :-

1. NAME AND STYLE OF THE FIRM:

THAT the name and style of the firm shall be "NEW DIMENSION".

2. LOCATION AND ADDRESS OF THE HEAD OFFICE:

THAT the Head Office and Principal place of business of the firm shall be located at Sukdeb Singh Road, Urdibazar, P.O. & P.S. Chandernagore, District Hooghly, Pin-712136. Provided, however, that the parties hereto shall have the option to change the address and to open and / or close branch(s) according to the needs and necessities of the business as may be mutually agreed upon from time to time.

Cont.P/4




KAKALI MUKHERJEE
NOTARY
Regn. No.- 13791/18
Chandannagar
Hooghly-712136

01 JUL 2023

3. DATE OF COMMENCEMENT OF THE PARTNERSHIP :

THAT the partnership shall be deemed to have commenced on and from the date of execution of this instrument .

4. DURATION OF THE FIRM :

THAT the above named partnership firm "NEW DIMENSION" will be continued or dissolved as described by its Constituent Partners.

5. NATURE OF BUSINESS OF THE PARTNERSHIP FIRM :

THAT the business of the partnership shall be Manufacturing, Production, Promoting, Developing, Execution, Consultation Firm of Real Estate, Commissioning of the multistoried buildings /complex, Contractor business, Distributorship, Retail Business, Agency Business and any other business which may dim fit and proper .

6. CAPITAL INVESTMENT BY THE PARTNERS :

- | | | |
|-----|--------------|--------------|
| i) | First Part - | Rs. 50,000/- |
| ii) | Second Part- | Rs. 50,000/- |

7. ACCOUNTING YEAR OF THE FIRM :

THAT the books of accounts of the partnership business shall normally be closed and adjusted on the last day of March of each English Calendar year.

8. MAINTENANCE OF BANK ACCOUNT :

THAT the Bank account or accounts may be opened and maintained in the name of the firm with any Schedule Bank or Banks and the operation of the said account or accounts will be operated jointly by the parties of the FIRST PART & SECOND PART.

Cont.P/5




KAKALI MUKHERJEE
NOTARY
Regn. No. - 13791/18
Chandannagar
Hooghly-712136

01 JUL 2023

§ §

9. FURTHER CONTRIBUTION OF THE CAPITAL BY THE PARTNERS :

THAT the Partners may contribute further sum of capital to the partnership business in such manner as may be agreed upon by and between the partners as and when necessary for smooth running and well functioning of the partnership business.

10. INTEREST ON CAPITAL INVESTED BY THE PARTNERS :

THAT interest may be paid at the maximum rate of 12% (Twelve Percent) per annum or as may be prescribed under section 40(b) (iv) of the Income Tax Act, 1961 or any other applicable provisions as may be in force in the Income Tax assessment of the partnership firm for the relevant accounting period on the amount standing to the credit of the account of the partners. Such interest shall be calculated and credited to the amount of each partner at the close of accounting year.

HOWEVER, interest may be paid at a lower rate or no interest may be paid as may be agreed to by and between the parties from time to time.

11. REMUNERATION PAYABLE TO THE WORKING PARTNERS :

THAT all the parties have agreed to work in the partnership firm as working partners. It is hereby agreed by and between the partners that the said working partners of the firm shall be entitled to get remuneration as per their profit sharing ratio.

That the ceiling limit of remuneration payable to the working partners shall be calculated at percentage of the income of

Cont.P/6




KAKALI MUKHERJEE
NOTARY
Regn. No.- 13791/16
Chandannagar
Hooghly-712130

01 JUL 2023

6

each accounting period in the following manner :-

Total remuneration of partners
are not to be exceed

- a) In respect of Income upto Rs. 1,50,000/- or 90 % of
Rs. 3,00,000/- or less the books profit whichever is
higher.
- b) In respect of Balance Income At the rate of 60 %

That for the purpose of above calculation Income other than capital gain on long term capital assets shall be computed as defined in explanation 3 to section 40 (b) of the Income Tax Act, 1961 or any other applicable provisions as may be in force for the Income Tax Assessment of the partnership firm for the relevant accounting period.

That the above partners may agree to take lower remuneration agree to take any remuneration as may be decided by and amongs the parties from time to time.

That the remuneration payable to the partners shall be credited to their respective capital account or separate Account maintained in their named either annually or at any other agreed interval of time or periodically or they may draw the remuneration at any particular point of time as may be decided by the partners by mutual consent.

That the partners shall be entitled to vary the amount of remuneration payable to each partner and may agreed in future to pay remuneration to other working partner(s) as the case may be.

Cont.P/7



KAKALI MUKHERJEE
NOTARY
Regn. No.- 13791/18
Chandannagar
Hooghly-712138

01 JUL 2023

:: 7 ::

12. PROFIT AND LOSS SHARING RATIO OF THE PARTNERS :

THAT the net profit of the partnership business as per the accounts maintained by the firm after deduction of all expenses as well as interest and remuneration payable to the working partners, shall be divided and distributed amongst the partners equally i.e. to say :-

- i. **First Party** entitled to get 50%.
- AND
- ii. **Second Party** entitled to get 50%.



That the loss, if any, suffered by the partnership firm in any year shall be carried forward in the balance sheet of the firm as an asset item and shall not be apportioned amongst the partners. Provided further that the said loss shall be adjusted with future profit of the partnership firm. Proper Books of Accounts will be maintained by the Partners as are usually kept by the same line of business and such books along with securities, bills, vouchers, documents and other things belonging to or concerning the Partnership business shall be kept at the principal place of the business and each partners shall be at liberty to check, examine and copy of the same at all reasonable time.

13. TAKING LOAN FROM BANK, FINANCIAL INSTITUTION ETC. :

THAT for the purpose of smooth running of business of the partnership firm, the partners may raise or incur loan from any person, firm, Company, Bank or any financial institution into such

Cont.P/8


KAKALI MUKHERJEE
NOTARY
Regn. No.- 13751/16
Chandannagor
Hooghly-712128

01 JUL 2023

:: 8 ::

terms and conditions as they may deem fit and proper but they shall/ will not be entitled to raise money from Banks, Financial Institution etc. by mortgaging the property or creating any charge on their assets without the consent of the Partners .

14. DRAWINGS OF MONEY OF THE PARTNERS :

That each partner is entitled to draw such sum/s from the partnership firm by debiting his personal account for his/her personal need as may be mutually agreed upon from time to time and the same will be adjusted at the close of the year.

15. NON- ATTACHMENT, SEIZED ETC. OF PERSONAL ASSETS.

That during the continuance of the business or thereafter if any problem and/ or litigation is arise or faced relating to the properties stated of the partnership firm that should be solved and/or met up by the capital or assets of the above named partnership firm and by no means the personal or other business under any constitution or any other assets of the partners can be attached, attached or seized and any proceeding under any court can be started for any body else for the same .

16. MISCELLANEOUS CONDUCT AND FUNCTION OF THE PARTNERS OF THE FIRM :

- i) That each partner shall have power to draw, accept or endorse bills in the usual course of business unless otherwise mutually agreed upon.
- ii) That each partner shall be just and faithfully to the other in all dealings and transactions relating to the partnership and shall at all times give to the other partners a just and faithful

Cont.P/9




KAKALI MUKHERJEE
NOTARY
Regn. No. - 13751/18
Chandannagar
Hooghly-712138

01 JUL 2023

:: 9 ::

account of the same without any concealment or suppression and shall also upon every reasonable request furnish a full and correct explanation thereof to others.

iii) That each partner shall indemnify the firm for any loss caused to it by his fraud or willful neglect in the conduct of the business of the firm.

iv) That true, correct and proper entries shall be made of all receipts, payments, transaction in the books of accounts and all securities, papers and such writings shall have full access at all reasonable hour to examine and to take copies of the same.

v) That each partner shall duly and punctually pay all debts now or hereinafter during the partnership owing from his and shall keep the others and the property of the partners and the retiring partners indemnified and shall not allow any claim, right, title and / or interest whatsoever into and upon the goodwill and / or trade name and assets of the firm. That upon the retirement of any of the partners from the partnership the continuing partners shall be entitled to carry on and continue the business of the firm in any manner and / or under any constitution. The continuing partners shall also be at liberty to induct any new partner(s) into the said business whatsoever they may like.

vi) Partners shall punctually pay and discharge their other debts and liabilities whatsoever, if any pertaining to all other business or commercial activities and shall indemnify and keep indemnified the firm "NEW DIMENSION" effectually against the same. That the previous liability if any of the Partners will be paid by themselves and this Firm will not be liable in any way.




KAKALI MUKHERJEE
NOTARY
Regn. No. - 13791/15
Chendannagar
Hooghly-712134

Cont.P/10

01 JUL 2023

:: 10 ::

17. RETIREMENT OF THE PARTNERS :

THAT any partner, desires of retire from the partnership business he must give 3 (three) months notice in writing before the close of the accounting year and it will be optional for the remaining partners to continue the business after settlement of dues of the retiring partner.

18. IN THE CASE OF DEATH OF ANY PARTNER :

THAT the partnership will not dissolves with the death of any partner. In the case of death of any partner his assigns and/or legal representatives shall step into his shoes unless such heirs, administrators assigns or legal representatives otherwise decide and in that case it will be optional for the surviving or the remaining partners to continue the business and the amount standing in the books of accounts of the firm to the credit of the said deceased partners shall be settled by the continuing partner and / or the firm constituted in due course.

18. SALE OF OWN SHARE BY ANY PARTNER :

THAT it is agreed by and between the partners that any partner desirous of selling his/her share in the Partnership shall first intimate his decision to do so to the remaining partner with a period of 60 days and if such remaining partners is not agreeing individually to purchase the share, it will be open to the offer to sell his share to any other party. Provided, however, that the remaining partner does not have any objection to the purchaser decided upon by him .

Cont.P/11




KAKALI MUKHERJEE
NOTARY
Regn. No.- 137516
Chandannagor
Hooghly-712134

01 JUL 2023

:: 11 ::

**20. IN CASE OF DISPUTES AMONGST THE PARTNERS
AND / OR THEIR HEIRS.**

THAT all matter of difference or disputes and all questions whatsoever which may or shall either during the continuance or upon the determination of this partnership arise between the partner hereof and /or their heirs and the legal representatives of the any deceased partners hereof in regard to any matter or thing whatsoever relating to the partnership affairs and /or to the construction or application of any clause herein contained and/or to any agreement, valuation or division to be made herein and / or act, deed or liabilities of any person under these presents shall be overcome by the decision of the majority partners or otherwise shall be referred to arbitration according to and subject to the provisions of the Indian Arbitration & Conciliation Act. 1996 as amended upto the (Act IX 1940) or any other statutory modification thereof or for the time being in force.



That upon the determination of this partnership if no other arrangement is made within 60 (Sixty) days from the date of such determination the properties and assets belonging to this partnership shall be dealt with in the manner following :-

- i) First, the outstanding assets shall be collected ;
- ii) Second, all ascertained debts and liabilities including these of capital and/or loans, if any advanced by the partners shall be liquidated ;
- iii) Last the balance of the assets, if there be any, shall be distributed amongst the partners hereof in their profit sharing ratio.

Cont.P/12


KAKAL MUKHERJEE
NOTARY
Regn. No. - 1375118
Chandannagar
Hooghly-712138

01 JUL 2023

:: 12 ::

20. MODIFICATION, ADDITION AND AMENDMENT OF TERMS AND CONDITIONS :

THAT any of the above terms and conditions may be carried, modified and /or added to by mutual consent of the parties hereto which may be either expressed in writing or implied by conduct.

That in all other matters not hereinbefore otherwise expressly provided for the Indian Partnership Act (Act IX of 1932) or any statutory modification thereof in force for the time being shall apply.



IN WITNESS WHEREOF the aforesaid parties do hereunto set their respective hand and/or seal at Sukdeb Singh Road, Urdibazar, P.O. & P.S. Chandernagore, District- Hooghly, Pin-712136, on the date of month and year hereinbefore set forth at the commencement of this **INDENTURE**.
DULY SIGNED BY THE ABOVE NAMED PARTIES IN THE PRESENCE OF THE UNDERSIGNED HEREWITH.

1. Ayanava Basu
C/o Palash Taru Basu
Bibishat, Chandannagar
Hooghly - 712136, WB

1.
(SRI PARTHA KOLEY)
Signature of the First Party

2. Rohul Koley
C/o Neha Koley
KANRAI, UNPUR.
KOLKATA - 711225

2.
(SMT. CHAITALI DEO)
Signature of the Second Party

AS per direction of parties

Drafted By
Advocate

Chandernagore Court.

Comp. Print by Typed by

Chandernagore Court.

KAKALI MUKHERJEE
NOTARY

Regn. No. - 13791/19
Chandernagore
Hooghly-712136

01 JUL 2023



01 JUL 2023

INSTRUMENT "A"

Dated 1st Day of July 2023
with

Notarial Certificate

Dated 1st Day of July 2023



01 JUL 2023

Mobile : 9239575903
9239924312

KAKALI MUKHERJEE

NOTARY PUBLIC
Hooghly

CHANDANNAGAR COURT
HOOGHLY
712136



01 JUL 2023