

# Notarial Certificate

ALL TO WHOM THESE PRESENTS SHALL COME I, TAPAN KUMAR DEY, Advocate  
of the Court duly appointed by the Central Government and practising as a NOTARY in  
the district of 24 Parganas of the State of West Bengal within the Union of India, do hereby  
are and certify that the Paper Writings collectively marked 'A' annexed hereto, hereinafter,  
and the "Paper Writings A" are presented before me by the executants (s).

M/s S.P. Associate  
of 95A, Baruch Mktg  
Karni, P. D. Chatterjee for.  
Kolkata - 700026.

hereinafter referred to as the "executant (s)" on this the.....  
of..... Two thousand.....

"executant (s)" having admitted the execution of the "Paper Writing A" in respective hand  
in the presence of the witness (es), who as such, subscribe (s) signature (s) thereon, and  
being satisfied as to the identity of the executant (s), and the said execution, I have authenti-  
cated and verified and attested the execution of the "Paper Writings A" and testify that the said  
execution is in the respective hand (s) of the executant (s),

ACT WHEREOF being required of a Notary, I have granted THESE PRESENTS as my  
NOTARIAL CERTIFICATE to serve and avail as need and occasion shall or may require.

IN FAITH AND TESTIMONY WHEREOF  
I, the said Notary, have hereunto set and subscribed  
my hand and affixed my Notarial seal on this  
the..... day  
of..... 2013.



Notarial Stamp

Off. : Alipore Criminal Court  
Bar Association  
Kolkata - 700 027  
Ph. : 2479 1068  
Resi. : Amulya Bhavan  
10, Seventh Street, Modern Park  
Santoshpur, Kolkata - 700 075  
Ph. : 2416 1861  
9830314080 (T.K.Dey)  
9831109694 (Sujit)

TAPAN KUMAR DEY

Notary

Govt. of India

Alipore Judges & Criminal Court,  
Kolkata - 700 027

Regd. No. 1537 / 2000

Dist. 24-Parganas

TAPAN KR. DEY  
NOTARY  
Alipore Judges & Police Court  
Calcutta-27  
Regd. No.-1537/2000

19 DEC 2013

01/04/13

भारतीय गैर न्यायिक

पचास  
रुपये

रु.50



FIFTY  
RUPEES

Rs.50

INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

N 212458

Before the Notary Public at Mirpur

**DEED OF PARTNERSHIP**

**THIS INDENTURE** is made on this 19<sup>th</sup> day of December, in the year Two Thousand Thirteen (2013) ;

**BETWEEN**



19 DEC 2013



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8501

Sr. No. .... Date ..... Rupees ....

Mrs. Sri/Smt. ....

Address .....

P. S. ....

Vender .....

54

C. BANERJEE  
Advocate  
Alipore Police Court  
Kolkata - 700 027

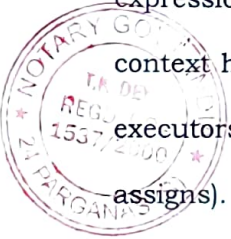
Santos K. Dey  
ALIPUR POLICE COURT  
Kolkata - 27



**SRI DEBASIS GHOSH**, son of Late Nityananda Ghosh, by faith-Hindu, by Nationality- Indian, by occupation- Business, residing at 67B, S.P. Mukherjee Road, Police Station : Tollygunge, Kolkata : 700025, hereinafter referred to the **FIRST PART** (which expression shall unless otherwise excluded by or repugnant to the context hereto shall be deemed to mean and include all his heirs, executors, nominees, legal representatives, successors and assigns).

**AND**

**SRI PARTHA GHOSH**, son of Late Mahadeb Ghosh, by faith-Hindu, by Nationality- Indian, by occupation- Business, residing at 24, Ashutosh Mukherjee Road, P.S.- Bhowanipore, Kolkata- 700 020, hereinafter referred to the **SECOND PART** (which expression shall unless otherwise excluded by or repugnant to the context hereto shall be deemed to mean and include all his heirs, executors, nominees, legal representatives, successors and assigns).



**WHEREAS** both the parties are collectively known as **PARTNERS**.

**AND WHEREAS** both the Parties have decided to carry on business of Land Developing and promoting of House/Building and Multi-storied buildings etc. other contractual job in Partnership together at 95A, Naresh Mitra Sarani,

19 DEC 2013

P.S.- Bhowanipore, Kolkata-700026, under the firm name of  
**"M/S. D.P. ASSOCIATES"** since day 19<sup>th</sup> day of December, 2013.

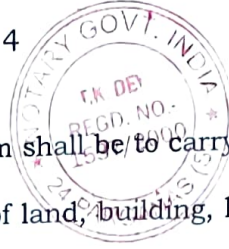
**AND WHEREAS** both the parties with a view to avoid any possible disputes or differences in the absence of any record of the terms and conditions of the said partnership mutually agreed to create and constitute the partnership under on instrument of Partnership Deed embodying the terms and conditions as mutually settled.

**NOW THIS INDENTURE WITNESSETH** that the pursuance of the above agreement the partnership do hereby agree to become and continue as partners on the terms and conditions as hereinafter mentioned.

1. That the name and the style of the Partnership business shall be **"M/S. D.P. ASSOCIATES"** and shall be deemed to have commenced business on and from 19<sup>th</sup> day of December, 2013.

2. That the registered office of the firm shall be at 95A, Naresh Mitra Sarani, P.S.- Bhowanipore, Kolkata-700026, or such other place as the Partners may mutually decide with a liberty to open branch or branches or site offices anywhere in India.

19 DEC 2013



3. The main object of the firm shall be to carry on business of Developer and Promoter of land, building, house, flats etc. to do such other business or business as may be decided mutually by the Parties from time to time.

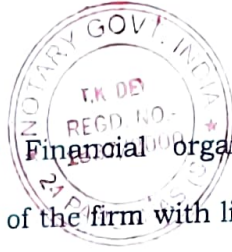
4. That the initial capital of the Partnership Business shall be Rs.2,00,000/- being contributed equally by the parties. If any further Capital shall be required it shall be contributed by the Partners as mutually agreed between them selves. All Partners shall be entitled to get interest on Capital not exceeding 18% per annum or such lower/ higher rate as may be prescribed U/S 40(b)(iv) of the Income Tax Act. 1961.

5. That the Partners shall be entitled to salary, bonus, commission or remuneration by whatever name called in general, equally as they all are working Partners, such sum subject to as mutually agreed from time to time and up to the limit as provided in IT. Act, 1961.



6. That the bank account of the said firm shall be opened in any scheduled bank or banks as may be mutually decided and such bank account shall be operated by the both partners jointly. The partners may enter into any cash credit agreements with any scheduled Bank or Banks, Co-

19 DEC 2013



operative Bank and other Financial organization for advancing loans for business of the firm with line upon the bills, work-in-progress, stock-in trades and other assets of the firm.

7. The proper books of account under mercantile system of accounting shall be kept by the partners and entries made therein of as such matters, transactions, and things as are usually entered and written in books of account kept by person engaged in concern of similar nature and such books together with all securities, letters and other things belonging to and concerning the said partnership shall remain in the office of the firm and shall not be removed elsewhere without the consent of the partners and each of the partners shall have free access to inspect, examine, and copy of the same or any portion thereof whenever he will think fit and necessary.



8. That the book of accounts of the firm shall be closed and adjusted on 31<sup>st</sup> March of each year.
9. That the book of accounts of the firm shall be kept in the English Language.

19 DEC 2013



10. That the Profit & Loss of the Partnership business shall be divided equally between the Partners, and that a qualified Chartered Accountant may audit the books of accounts. The share of main three parties shall be divided as follows:

- (i) First Partner - 50% share ;
- (ii) Second Partner - 50% share ;

11. That both the parties of this partnership deed are pledged to secrecy and shall not divulge any of the secrets of the firm any outsider under any circumstances.

12. The Partnership is at Will. In case any party wishes to retire from the partnership, he may do so by giving at least one month previous notice in writing to the effect to the firm as well as to the other party in this partnership. At the date of such retirement, the parties shall draw up their final accounts to ascertain the actual share of profit/ loss including the capital of the retiring party, if any, and his share so ascertained shall either be immediately paid or with the mutual consent of the retiring party and the continuing party may be paid in the manner so decided by them.

13. That the retiring or withdrawal during the continuance of the Partnership of any of the Party hereof from this firm

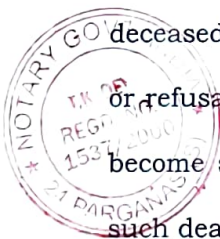
19 DEC 2013





shall not dissolve this partnership and that on such retirement or withdrawal of any of the party from the partnership the continuing party hereof shall be entitled to carry the business of the firm on such terms and conditions and after such reconstitutions as the said continuing party shall then decide. In such case the continuing party shall further be entitled to take in a new party.

14. That the death during the continuance of the present partnership of any of the parties hereof shall not dissolved the firm and that on such death the heirs and / or legal representatives of the said deceased party step into the shoes of the deceased party of the firm on the same terms and conditions as would have been applicable to the said deceased if he had not died but in the event of the failure or refusal of the said heirs and/or legal representatives to become such party within three months from the date of such death, the surviving parties shall have the first option to purchase the share in this firm of the said deceased at a price to be determined by the surviving parties according to justice, equity and good conscience and upon his giving the said heirs and/ or legal representatives a notice in writing to that effect at any time within thirty days from



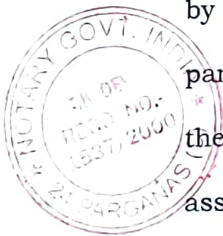
19 DEC 2013



the date of failure and/or refusal of the said heirs and/ or legal representative to become such partners.

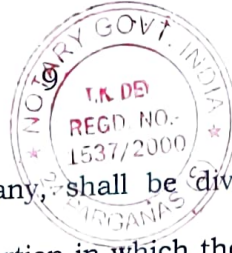
15. That no outsider shall be admitted to the partnership without the unanimous consent of all the partners hereof.

16. That upon dissolution of Partnership the Partners shall cause a full accurate inventory to be prepared of the affairs of the partnership taking into account all the assets of the firm and the liabilities including continuing liabilities, if any, in settling the account of the firm. The loans including the deficiencies of capital, shall be first paid out of profits meet out of the capital, and lastly, if necessary, by the partners individually, in the proportion in which the partners are immediately before dissolution entitle to share the net profit and liable to bear the loss of the firm. The assets of the firm, including any sum contributed by the partnership to make up deficiencies of the capital shall be applied in the following manner and order.



- i) In paying the debts of the firm to the other parties.
- ii) In paying to every partners reliable what is due to him from the firm for advances or loans as distinguished from Capital.

19 DEC 2013



- iii) The residue, if any, shall be divided between the partners in proportion in which they were entitled to share the profit.

17. That any dispute or difference which may arise between the partners or their representatives, with regard to the construction, meaning and effect of this deed or any part thereof, or respecting the accounts, profits or losses of the business of the rights and liabilities or partners under this deed or the dissolution or winding up of the business, or any other matter relating to the firm, shall be referred to arbitration and the decision of the sole arbitrator, if the parties in dispute agree, otherwise two or more arbitrators, according to the number of the partners of the firm one to be nominated by each party or his representative and in case of difference of opinion between them, by the Umpire selected by them at the commencement of the reference and this clause shall be deemed to be submission within the meaning of the Arbitration Act, 1940 including its statutory modifications and re-arrangement.



18. That any of the above terms may be varied, altered or added to the mutual consent of the party hereof to be either depressed in writing or implied from conduct.

19 DEC 2013





**IN WITNESS WHEREOF** the aforesaid parties have set hereunto  
 and subscribed their respective hands and seals this ~~28th~~ **19th** day of **December** 2013.

**WITNESSES:**

1. *Deipen Jana*  
 47A, Balaram Bose  
 1st Lane, Kolkata-20

*D. P. ASSOCIATES*  
*Debasish Ghosh*

**SRI DEBASIS GHOSH**  
 (The Party of the First Part)

2. *Ashim Sin Gupta*  
 R12/1 Govt Housing Estate  
 Saranya bad Bhubaneswar  
 24p(S)

*D. P. ASSOCIATES*  
*Partha Ghosh*  
 Partner

**SRI PARTHA GHOSH** *Biplas Roy*  
 (The Party of the Second Part)



Drafted & prepared by :

*Identified by*  
*Partha Pratim Mazumdar*  
*WB/743/84*  
 Advocate

Alipore Judges Court,  
 Kolkata- 700 027

Signature Attested  
 on Identification

*T. K. Deb, Notary*  
 Alipore Judges Court, Cal-27  
 Regd. No. 1537/2000, Govt of India

**19 DEC 2013**



19 DEC 2013

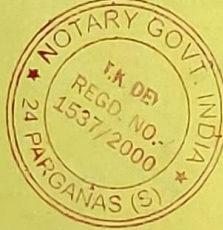
19 DEC 2013  
THE.....DAY OF.....20

**Paper Writings 'A'  
&  
The Relative Notarial  
Certificate**

**Tapan Kumar Dey**

Advocate

**ALIPORE JUDGES & CRIMINAL COURT**



**NOTARY**

Govt. of India

Regd. no. 1537/2000

**ADDRESSES**

**Chamber :** **"HEMANTABHA APARTMENT"**

63, Santoshpur Avenue

Kolkata - 700 075

Mobile Phone : 9830314080 (T.K.Dey)

9831109694 (Sujit)

**Office :** **ALIPORE CRIMINAL COURT**

Bar Association (1st Floor)

Kolkata - 700 027

Phone : 2479-1068

**Residence :** **"AMULYA BHAVAN"**

10, Seventh Street, Modern Park

Santoshpur, Kolkata - 700 075

Phone : 2416-1861