

DEED OF PARTNERSHIP

- 2 SEP 2022

THIS DEED OF PARTNERSHIP made this the 2nd day of September, 2022 (Two Thousand Twenty Two).

BETWEEN

SRI RUDRADEEP SAHA ROY (PAN. AYLPR4222J, Aadhaar No. 7505 8337 5011), son of Krishna Gopal Saha Roy, by faith- Hindu, by occupation-Business, by Nationality- Indian, residing at 'Jogendra Apartment', 312, Vivekananda Road, P.O. & P.S.- New Barrackpore, District- North 24 Parganas, Kolkata- 700131, hereinafter called the PARTNER (which term of expression shall unless excluded by or repugnant to the contest or subject be deemed to mean and include his heirs, executors, administrator, legal representatives assigns) of the FIRST PART.

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Page 1 of 9

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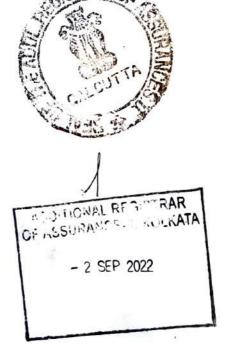
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AND

SRI TANAY GHOSH CHOWDHURY (PAN. ARQPG5599M, Aadhaar No. 6073 1141 6908), son of Hemlal Ghosh Chowdhury, by faith- Hindu, by occupation- Business, by Nationality-Indian, residing at 245, S.N. Banerjee Road, P.O. & P.S.- New Barrackpore, District North 24 Parganas, Kolkata-700131, hereinafter called the PARTNER (which term of expression shall unless excluded by or repugnant to the contest or subject be deemed to mean and include his heirs, executors, administrator, legal representatives and assigns) of the SECOND PART.

AND

SMT. SANGITA SHAW (PAN. DTTPS9580L, Aadhaar No. 5192 0003 3795), wife of Ashok Kumar Shaw, by faith- Hindu, by occupation- Business, by Nationality-Indian, residing at 187, Action Area- I, P.O. & P.S.- New Town,



न्চिম्বঙ্গ पश्चिम बंगाल WEST BENGAL

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District North 24 Parganas, Kolkata-700156, hereinafter called the **PARTNER** (which term of expression shall unless excluded by or repugnant to the contest or subject be deemed to mean and include his heirs, executors, administrator, legal representatives and assigns) of the **THIRD PART**.

AND

SMT. SONIKA SHAW (PAN. DMXPS9019D, Aadhaar No. 7054 0393 6941), daughter of Manna Lal Saha, by faith- Hindu, by occupation- Business, by Nationality-Indian, residing at Kankinara, Chhota Srirampur, Bhatpara, Narayanpur, Amdanga, P.O.- Kankinara, P.S.- Jagaddal, District- North 24 Parganas, Pin- 743126, hereinafter called the <u>PARTNER</u> (which term of expression shall unless excluded by or repugnant to the contest or subject be deemed to mean and include his heirs, executors, administrator, legal representatives and assigns) of the <u>FOURTH PART</u>.

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WHEREAS the Partners herein for their business to this respect have mutually agreed to execute this Deed of Partnership.

NOW THIS INDENTURE WITNESSETH as it is agreed and covenanted with each other between them as follows:-

FIRM NAME AND OFFICE:

That the Partnership business shall be carried on under the name and style of <u>ASHLEY DEVELOPER</u> a Partnership Firm, having its registered Office at 'Jogendra Apartment', 312, Vivekananda Road, P.O. & P.S.- New Barrackpore, District- North 24 Parganas, Kolkata- 700131, West Bengal and its Branch Office or city Office shall be on such other place as the parties will decide by mutual consent and consider suitable for this partnership.

2. COMMENCEMENT & DURATION:

That the Partnership hereby constitute (hereinafter referred to as the firm) shall be deemed to have commence Business on and from the 1st day of July, 2022. The partnership shall be AT WILL i.e. shall be constitute for any length of time as the parties may decide upon.

3. NATURE OF BUSINESS:

That the nature of business of Partnership shall be mainly as Development and construction business and/or General order Supplier as well as Contractor in the line of supply all kinds of building materials like sand, stone, fly ash, iron, cement, dies, bricks, mixture machine and labour Supply, Purchase & Sale of the land and Real Estate Civil Engineering Works and other allied real estate business and/or any

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other business as the parties may deem fit and proper.

<u>PROVIDED THAT</u> the partners hereto by mutual written consent may take over other business which is suitable for this partnership business and the partners may covert this Partnership business into a Private Limited Company for the betterment of their business.

4. CAPITAL INVESTMENT INTEREST & FUND:

a) That the initial capital investment of the firm will be of Rs. 10,00,000/- (Rupees Ten Lakh) only and the same will be contributed by the partners in the following manner:-

i) SRI RUDRADEEP SAHA ROY
Rs. 2,50,000/ii) SRI TANAY GHOSH CHOWDHURY
Rs. 2,50,000/iii) SMT. SANGITA SHAW
Rs. 2,50,000/iv) SMT. SONIKA SHAW
Rs. 2,50,000/-

- b) That the further capital of the business if required, for the said business then each partner will be entitled to invest their capital out of their own fund and for such further investment partners will be entitled to get interest @ 12% p.m. on such other investment as per the provisions under Section 40 (B) (v) of the Income Tax Act, 1961 time to time redeems over be further interest.
 - c) That the partners also entitled to raise fund for their aforesaid business by taking loan from any financial Institute or from any Nationalized bank, Commercial Bank and any other financial Institution, and all the partners mortgage their business in any Bank or Institution.



SHARE OF PROFIT LOSS OF THE FIRM:

That the profit and loss of the firm shall be made by the partners in the following manner:-

i)	SRI RUDRADEEP SAHA ROY	25%
ii)	SRI TANAY GHOSH CHOWDHURY	25%
iii)	SMT. SANGITA SHAW	25%
iv)	SMT. SONIKA SHAW	25%

That the Net Profit & Loss of the Partnership business shall be made after adjustment of all expenses, salary, bonus, commission on Capital of the partners if provided or desirous to get as per provisions under Section 40 (B) (v) of the Income Tax Act, 1961.

6. BOOKS OF ACCOUNTS :

- a) That the Books of Accounts of the firm shall be kept and maintained in English according to financial year and for the first time/first year's account will be from the date of execution to 31st day of March, 2023 and thereafter according to financial year.
- b) That the Balance Sheet, Profit & Loss Account, Capital Account of the Partnership firm shall be made yearly basis and after due audit by an Accountant or by a Chartered Accountant, the parties shall put their respective signature over the same and then will be treated as final.
- c) That all the books of accounts, bill vouchers and all important documents and papers shall be kept in the place of business and all the partners shall have right to inspect the same within working house and also entitled to take Xerox copy of the same.

7. BANK ACCOUNT:

Bank Account shall be opened in the name of the Firm in any Nationalized bank or any commercial bank and the same shall be opened by any two partners and be operated by any two partners of the firm jointly and in future if the partners desire to change the operation procedure in respect of the Bank Account then a written resolution will be made by the parties and informed the matter to the Bank accordingly. It is to be mentioned here that the signing authority of the firm in any bills, papers, documents, rent papers, loan approval, registration will be by any two partners jointly.

8. CHANGE OF CONSTITUTION

That the partners shall have liberty to covert this Partnership firm into a Private Limited Company for better business and also entitled to take new partner for smooth running of this partnership business and to that effect valuation of the goodwill and assets will be made and incoming partner's amount be treated as Capital and Goodwill accordingly.

SALARY, COMMISSION & BONUS:

- a) That each partner entitled to take active part in the business and for the active in the business the partners will be entitled to get salary subject to the feasibility of the firm or on such rate as the partners jointly may fix and the same shall not be contrary to the provision of the Income Tax Act.
 - b) That for betterment of the business and for better performance of the

active partner or partners a lump sum amount will be allowed as Bonus and such amount will be decided by the partners.

10. RETIREMENT AND DISSOLUTION:

That each partner shall have right to retire from the business at any time but the retiring partner shall have to give written notice to the other partner at least 3 (three) months before retirement and an expiry of such notice retiring partner will be only entitled to get refund his investment with profit and loss as per Capital A/c. and Final account of the firm. Retiring partner or any other partner will not be entitled to sale of his respective share to any third party. After retirement and or at the time of retirement a Deed of Retirement shall be executed by the retiring partner. In case of death of any partner, this firm shall not be dissolved only major legal heirs of the deceased partner will be entitled to take part on the business if the legal heirs desire otherwise the legal heirs of the deceased partner are entitled to get refund their benefits. If the heirs of the deceased desirous to continue the business then a new Deed of Partnership be made by admission of the legal heirs of the deceased partner. If the partners desire to dissolve their business mutually on that event also a Deed of Dissolution will be made by and between the parties.

11. <u>IMPLIED CLAUSE</u>: That the partners shall be just and faithful to each other in all transaction relating to the business and at all times be responsible to give answer to other partner just and faithful accounts of the partnership affairs.

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

SIGNED, SEALED & DELIVERED

In the presence of

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1) Krikhor Gepal Sala Por Sto. M. Dogandra Lat Sala Per 11, and Salare Road one thereather. Ky. 900121 Redriday Sale Cor

SIGNATURE OF FIRST PARTNER

Tanay Znoth chardhury

SIGNATURE OF SECOND PARTNER

2) Somnath Serz South Biresh Pally P.O+ P.S- Madlyumgram Dist: Nor Thay Garganes 201-700129.

Drafted by:

Aline con

Chiradip Dhar

Advocate

District Judges' Court

Barasat, North 24 Parganas

Enrolment No.: W1 178/95-

Computerized by:

Partha Chakraborty

Barasat Court.

SIGNATURE OF THIRD PA

SIGNATURE OF FOURTH PARTNER

UNDER RULE 44A OF THE I.R. ACT 19

10 RUDRADEEP SAHAROY

tus - Presentant



46	LEFT	HAND FINGER PRI	INTS	
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All the above fingerprints are of the abovenamed person and attested by the said person

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Signature of the presentant

AME TANAY GHOSH CHOWDHURY

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Signature of the Presentant / Executant /

Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)

UNDER RULE 44A OF THE I.R. ACT 190°

LEFT HAND FINGER PRINTS

e SANGUTA SHAW

us - Presentant



LITTLE	RING	MIDDLE	FORE	THUMB
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Signature of the presentant

me SONIKA SHAW

atus - Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator ($\sqrt{\ }$)



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All the above fingerprints are of the abovenamed person and attested by the said person

Signature of the Presentant / Executant /

Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)

Major Information of the Deed

ed No :		n of the Deed			
ery No / Year	IV-1902-01079/2022	Date of Registration	12/09/2022		
ery Date	1902-3002626241/2022	Office where deed is registered A.R.A II KOLKATA, District: Kolkata			
	24/00/00				
Other Details Samennath Sen South Bireshpally, Thana: M		Madhyamgram, District : North 24-Parganas, WEST BENGA : 7003726850, Status :Others			
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201] Partnersip, Partners	hip	Additional Transaction			
t Forth value	New years	Market Value			
impduty Paid(SD)		Registration Fee Paid			
150/- (Article:46A)		Rs. 7/- (Article:E)			
marks		NS. 17- (Alticle.L)			

tner Details :

Name,Address,Photo,Finge	r print and Signatu	ıre	
Name	Photo	Finger Print	Signature
Rudradeep Saha Roy (Presentant) Son of Krishna Gopal Roy Executed by: Self, Date of Execution: 02/09/2022 , Admitted by: Self, Date of Admission: 02/09/2022 ,Place : Office	The second secon		Rombep Set Roy.
A28-8-	02/09/2022	LTI	02/09/2022

312, Vivekananda Road, City:-, P.O:- New Barrackpore, P.S:-Barrackpore, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ayxxxxxx2j, Aadhaar No: 75xxxxxxxxx5011, Status :Individual,

Executed by: Self, Date of Execution: 02/09/2022 Admitted by: Self, Date of Admission: 02/09/2022 ,Place: Office

Name Photo Tanay Ghosh Chowdhury **Finger Print** Signature Son of Hemlal Ghosh Chowdhury Executed by: Self, Date of Tomor grash crashity Execution: 02/09/2022 , Admitted by: Self, Date of Admission: 02/09/2022 ,Place : Office 02/09/2022 02/09/2022 02/09/2022 245, S N Banerje Road, City:-, P.O:- New Barrackpore, P.S:-Barrackpore, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: aexxxxxx9m, Aadhaar No: 60xxxxxxxx6908, Status :Individual, Executed by: Self, Date of Execution: 02/09/2022 , Admitted by: Self, Date of Admission: 02/09/2022 ,Place: Office Photo **Finger Print** Signature Sangita Shaw Wife of Ashok Kumar Shaw Executed by: Self, Date of Sargeta Shaw Execution: 02/09/2022 , Admitted by: Self, Date of Admission: 02/09/2022 ,Place : Office 02/09/2022 LTI 02/09/2022 02/09/2022 187, AA-I, City:-, P.O:- New Town, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700156 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: dtxxxxxxx0l, Aadhaar No: 51xxxxxxxx3795, Status :Individual, Executed by: Self, Date of Execution: 02/09/2022 , Admitted by: Self, Date of Admission: 02/09/2022 ,Place: Office Name

Photo **Finger Print** Signature Sonika Shaw Daughter of Manna Lal Saha Soniky Shows Executed by: Self, Date of Execution: 02/09/2022 Admitted by: Self, Date of Admission: 02/09/2022 ,Place : Office 02/09/2022 02/09/2022 02/09/2022

Amdanga, City:-, P.O:- Kankinara, P.S:-Jagaddal, District:-North 24-Parganas, West Bengal, India, PIN: 743126 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.::

dmxxxxxx9d, Aadhaar No: 70xxxxxxxx6941, Status :Individual, Executed by: Self, Date of

Execution: 02/09/2022

Admitted by: Self, Date of Admission: 02/09/2022 ,Place: Office

dentifier Details :

SOMNATH SEN	Photo	Finger Print	Signature
of Late ANIL KUMAR SEN UTH BIRESH PALLY, City:- Not ecified, P.O:- MADHYAMGRAM, P.S:- dhyamgram, District:-North 24- rganas, West Bengal, India, PIN:- 129			Sommall Son
	02/09/2022	02/09/2022	02/09/2022

entifier Of Rudradeep Saha Roy, Tanay Ghosh Chowdhury, Sangita Shaw, Sonika Shaw

Endorsement For Deed Number: IV - 190201079 / 2022

02-09-2022

esentation(Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962) esented for registration at 16:43 hrs on 02-09-2022, at the Office of the A.R.A. - II KOLKATA by Rudradeep Saha y, one of the Executants.

dmission of Execution (Under Section 58, W.B. Registration Rules, 1962)

o: New Barrackpore, Theorem Section 58, W.B. Registration Rules, 1962) O: New Barrackpore, Thana: Barrackpore, , North 24-Parganas, WEST BENGAL, India, PIN - 700131, by caste andu, by Profession Business Barrackpore, , North 24-Parganas, WEST BENGAL, India, PIN - 700131, by caste andu, by Profession Business, 2. Tanay Ghosh Chowdhury, Son of Hemlal Ghosh Chowdhury, 245, S N Banerje and P.O. New Barrackpores, 2. Tanay Ghosh Chowdhury, Son of Hemlal Ghosh Chowdhury, 1757 BENGAL India, PIN - 700131, by oad, P.O. New Barrackpore, Thana: Barrackpore, North 24-Parganas, WEST BENGAL, India, PIN - 700131, by aste Hindu, by Profession R. Thana: Barrackpore, North 24-Parganas, WEST BENGAL, India, PIN - 700131, by aste Hindu, by Profession Business, 3. Sangita Shaw, Wife of Ashok Kumar Shaw, 187, AA-I, P.O: New Town, hana: New Town hana: New Town, North 24-Parganas, WEST BENGAL, India, PIN - 700156, by caste Hindu, by Profession usiness, 4, Sprika Shana: Japandal, North usiness, 4. Sonika Shaw, Daughter of Manna Lal Saha, Amdanga, P.O. Kankinara, Thana: Jagaddal, , North 24arganas, WEST BENGAL, India, PIN - 743126, by caste Hindu, by Profession Business

hana: Madhyamara Hindu, by profession hana: Madhyamgram, , North 24-Parganas, WEST BENGAL, India, PIN - 700129, by caste Hindu, by profession

ayment of Fees

ertified that required Registration Fees payable for this document is Rs 7/- (E = Rs 7/-) and Registration Fees paid V Cash Rs 7/-

ayment of Stamp Duty

ertified that required Stamp Duty payable for this document is Rs. 150/- and Stamp Duty paid by Stamp Rs 150/escription of Stamp

Stamp: Type: Impressed, Serial no 5449, Amount: Rs.150/-, Date of Purchase: 23/08/2022, Vendor name: S BOSE

Satvaiit Biswas ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - II KOLKATA

Kolkata, West Bengal

12-09-2022

artificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

missible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : Auf Indian Stamp Act 1899.

Satyajit Biswas ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - II KOLKATA Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - IV
Volume number 1902-2022, Page from 35607 to 35626
being No 190201079 for the year 2022.



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Digitally signed by SATYAJIT BISWAS Date: 2022.09.12 13:35:18 -07:00 Reason: Digital Signing of Deed.

(Satyajit Biswas) 2022/09/12 01:35:18 PM ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - II KOLKATA West Bengal.

(This document is digitally signed.)