



03 JAN 2022

SL. NO. 14



# NOTARIAL CERTIFICATE

To All Men These Presents Shall Come, I, Bholanath Sil practising as a Notary in the Barrackpore Sub-Division, District North 24 Parganas of the state of West Bengal within the Union of India, do hereby declare that the "Paper Writings" collectively marked 'A' annexed hereto, hereinafter called the Paper Writing "A", are presented before me by the executant(s)

## DEED - PARTNERSHIP

*[Handwritten signatures and names]*

hereinafter referred to as the executant(s) on this 03 JAN 2022 day of

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

As 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 of Office at Barrackpore Court Compound in the Dist. North 24 Pgs. On the

03 JAN 2022

day of 03 JAN 2022  
BHO LANATH SIL  
NOTARY - 2262  
GOVT. OF INDIA

Notarial Stamp Original

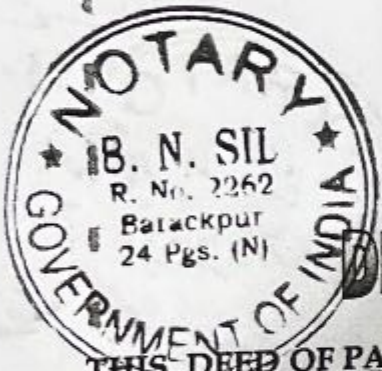
Bholanath Sil  
NOTARY & ADVOCATE  
Barrackpore Court  
Dist. North 24 Parganas  
Regd. No. 2262

03 JAN 2022  
Bholanath Sil  
NOTARY & ADVOCATE  
GOVERNMENT OF INDIA  
562, R.B.C. Road, P.O. Hazinagar  
P.S. Nalhati, Dist. North 24 Parganas  
Phone : (033) 2588-3296  
Mobile : 9903115183



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AF 175144



## DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is executed this the 3<sup>rd</sup> day of January, in the year Two Thousand and Twenty Two (2022) in the Christian Era.

### BETWEEN

**MRS. RITA GUPTA**, wife of Mr. Madan Mohan Gupta, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at SHREE PANCHAMI APARTMENT, 2, M. B. Road, Post Office & Police station at Belghoria, Kolkata- 700056, Dist.-24 Parganas, North, hereinafter called the **FIRST PARTNER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

*[Signature]*  
BHOLANATH SIL  
NOTARY - 2262  
GOVT. OF INDIA

RAMESHWAR CONSTRUCTIONS  
*Rita Gupta*  
Partner

RAMESHWAR CONSTRUCTIONS  
*Sudhakar Shit*  
Partner

03 JAN 2022

क्रमांक नं 686

श्रीधर

पुनः 187

प्रेता:

दिनांक:

उद्धार:

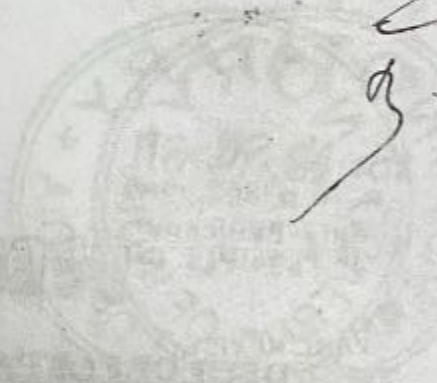
T. Gupta m.  
Ranjito Panjapur

व्यक्तिगत पत्राचार विभाग  
राजस्थान सरकार

पुनः  
दिनांक  
उद्धार  
व्यक्तिगत पत्राचार विभाग

29 SEP 2021

Handwritten notes and signatures on the right side of the page.



DEPARTMENT OF  
PENSION & RETIREMENT  
RAJASTHAN GOVT. EMPLOYEES' UNION



पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL

AB 750925



2  
AND

(1) **SRI SUBRATA SHIL** son of Sunil Kumar Shil, by faith-Hindu, by occupation- Business, by Nationality- Indian, residing at 53, Uday Villa, Udbastu Pally, P.O. Kamarhati, P.S. Belghoria, Kolkata-700058, District- North 24 Parganas, hereinafter called the **SECOND PARTNER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs executors, administrators, legal representatives and assigns) of the **SECOND PART.**

B. N. SHIL  
NOTARY - 1252  
GOVT. OF INDIA

ক্রমিক নং 687 তারিখ 5/10/2021

মূল্য :- 57

শ্রেণী :-

T. Gupta me.

ঠিকানা :-

ডেপার্ট :-

Ranajit Das

লাইসেন্স প্রাপ্ত স্ট্যাম্প ডেপার্ট  
কাশিপুর দক্ষদম এ.ডি.এন.আর. অফিস  
বি

ডেপার্টের নাম - সঞ্জিতা পাল

ফেরার নাম :- ব্যারক

টি ডি নং :-

21 SEP 2021

স্ট্যাম্প পরিমাণ প্রতি

প্র.টি.ডি. নং মোট ক.

200000

স্ট্যাম্প পরিমাণ ক.

Tanoy

21 SEP 2021



Faint, illegible text at the bottom of the page, possibly bleed-through from the reverse side.



5. **SHARE OF PROFIT AND LOSS :**

The partners shall distribute the profits and bear the losses in the equal shares i.e.

a) Rita Gupta	50 %
b) Subrata Shil	50 %

6. **MANAGEMENT :**

That the management of the Firm and responsibility of the accounts, legal matters and general administration will rest upon the parties to above jointly. And all the Partners shall make available to the firm in which the business of the firm shall be carried on. When the Partnership shall receive any money from any account the receipt will be signed by all the partners otherwise the same shall be treated as invalid and void.

7. **MAINTENANCE OF ACCOUNTS :-**

That the proper books of accounts shall be maintained in English language accounting to English Calendar year i.e. from 1<sup>st</sup> day of April to 31<sup>st</sup> day of March and so on in the subsequent years wherein shall be recorded all matters and things and transferred relating to the concern of the partnership business as are property kept and maintained.

8. **PRESERVATION OF ACCOUNTS DOCUMENTS :**

That the books of accounts of the firm and all other papers and documents shall be kept at the main place of the business of the firm and be opened for inspection of the partners of their authorized and legal agents lawyers etc. duly authorized at all reasonable times with power to take copies thereof and to take all means for checking of the same .

9. **FINALISATION OF ACCOUNTS :**

That the accounts of the Partnership business shall be taken yearly and having such accounts the net profits or net loss will be divided in the proportion between the partners as provided in the clause 5 as appeared hereinabove.

HOLANATH SHIL  
NOTARY - 2262  
GOVT. OF INDIA

RAMESHWAR CONSTRUCTIONS

Rita Gupta  
Partner

RAMESHWAR CONSTRUCTIONS

Subrata Shil

Partner

03 JAN 2000



WHEREAS the parties hereto decided to carry on business on partnership basis under the following terms and conditions :-

1. **NAME & COMMENCEMENT OF BUSINESS :**

That the aforesaid constituted Deed of Partnership shall be deemed to have commenced on and from the execution of this deed. The name and style of the Partnership Business shall be "RAMESHWAR CONSTRUCTIONS", with it's office address at 5, Kumud Ghosal Road, P.O.- Ariadaha, P.S.- Belghoria, Kolkata- 700057, District- North 24 Parganas.

2. **OFFICE :**

That office of the business shall be situated at 5, Kumud Ghosal Road, P.O.- Ariadaha, P.S.- Belghoria, Kolkata- 700057, District- North 24 Parganas., and however it is recorded that the registered office of the Business may be changed if the Partners mutually decided to do so.

3. **NATURE OF BUSINESS :**

That the nature of business shall be development of land and construction of building and building materials supplier and general order supplier and any other allied business or business as the Partners may like to do from time to time agrees upon.

4. **CAPITAL :**

The initial capital of the Partnership firm shall be a sum of Rs. 30,00,000/- (Rupees Thirty Lacks ) only and shall be contributed in the following ratio. But the said amount may increase in future according to the Development of the said Business :

- |                 |      |
|-----------------|------|
| a) Rita Gupta   | 50 % |
| b) Subrata Shil | 50 % |

BHOLA NATH SIL  
NOTARY - 2262  
GOVT. OF INDIA

S-V  
RAMESHWAR CONSTRUCTIONS  
Rita Gupta  
Partner

RAMESHWAR CONSTRUCTIONS  
Subrata Shil  
Partner



5. **SHARE OF PROFIT AND LOSS :**

The partners shall distribute the profits and bear the losses in the equal shares i.e.

- |                 |      |
|-----------------|------|
| a) Rita Gupta   | 50 % |
| b) Subrata Shil | 50 % |

6. **MANAGEMENT :**

That the management of the Firm and responsibility of the accounts, legal matters and general administration will rest upon the parties to above jointly. And all the Partners shall make available to the firm in which the business of the firm shall be carried on. When the Partnership shall receive any money from any account the receipt will be signed by all the partners otherwise the same shall be treated as invalid and void.

7. **MAINTENANCE OF ACCOUNTS :-**

That the proper books of accounts shall be maintained in English language accounting to English Calendar year i.e. from 1<sup>st</sup> day of April to 31<sup>st</sup> day of March and so on in the subsequent years wherein shall be recorded all matters and things and transferred relating to the concern of the partnership business as are property kept and maintained.

8. **PRESERVATION OF ACCOUNTS DOCUMENTS :**

That the books of accounts of the firm and all other papers and documents shall be kept at the main place of the business of the firm and be opened for inspection of the partners of their authorized and legal agents lawyers etc. duly authorized at all reasonable times with power to take copies thereof and to take all means for checking of the same .

9. **FINALISATION OF ACCOUNTS :**

That the accounts of the Partnership business shall be taken yearly and having such accounts the net profits or net loss will be divided in the proportion between the partners as provided in the clause 5 as appeared hereinabove.

HOLANATH SIL  
NOTARY - 2262  
GOVT. OF INDIA

RAMESHWAR CONSTRUCTIONS

✓  
Rita Gupta  
Partner

RAMESHWAR CONSTRUCTIONS

✓  
Subrata Shil  
Partner

03 JAN 2009





**10. ACCOUNTS RECORDED:**

That the general accounts of assets and liabilities shall be taken along yearly accounts of the partnership and shall be recorded in the books of accounts along with the final accounts and the same shall be signed by the each Partner or their authorized representative or representatives.

**11. AUDIT :**

That a qualified accountant may audit the books of accounts of the firm each year.

**12. ADJUSTMENT OF EXPENSES (ACCOUNTS) :-**

That all outgoing and expenses of the Partnership and all losses including interest on capital shall be payable first out of the profits and then out of capital and in case of further deficiency shall be borne by the Partners in the share in which they are entitled to net profit or loss of the business.

**13. BANK ACCOUNTS :**

That the Bank Accounts will be opened in the name of the firm in any schedule Nationalized or any Government or recognized Bank in India or any private Bank as are mutually agreed upon by the Partners and the bank account will be operated by both the partners herein jointly.

**14. SALARY, REMUNERATION; BONUS, COMMISSION, BROKERAGE INTEREST ETC.**

That each of the partners is entitled to get interest on their respective capital balance as reflected in the books of account at the close of accounts at the close of accounting period and such interest shall be paid at the rate as below :-

(a) As may be mutually agreed upon by the parties here of the Partnership and in no case the rate of interest shall not exceed 12% p.a.

(b) That the Partners in this agreement are all working partners actively engaged in the business and they are entitled to get remuneration in the nature of salary, bonus, brokerage, commission and such remuneration shall be calculated for each accounting period at the percentage of books profit as laid down in section 40(b) (V) of the Income Tax Act 1961.



(c) That the Partners are also entitled to draw remuneration as all the partners shall mutually decide.

**15. ADDITION, ALTERATION, VARIATION AND MODIFICATION :**

That subject to what is contained herein, the partners of these presents have right to interest, delete, substitute, change, alter, vary, amend and modify clause or clause of this Deed of Partnership as and when they to do so by executing a deed of variation. And the provision of the Indian Partnership Act shall govern the Partnership firm as well as partners.

**16. CONVERSION OR CHANGE OR CONSTRUCTION :-**

That the partnership business with all the its assets and liabilities, goodwill and title may be converted to a private or public limited company in suitable time as the Partners mutually agree upon.

**17. POWER OF LOAN :**

The partnership firm is entitled to receive loan from Bank, any Government and statutory body or any other papers and shall pay such interest as may be necessary, if all the partners agree to that effect.

**18. PARTNERS PRIVATE DEBT.**

That the Partners shall punctually pay and discharge their separate debts and liabilities and shall keep the firm effectually indemnified against the same.

**19. RETIREMENT BY A PARTNER :**

That any of the Partners during the continuance of partnership, if he desirous of retiring from the firm, he must give three calendar months notice to that effect to the other partner and in that effect to the other partner and in that event a final account will be drawn up to ascertain the amount owing due and payable by the firm to his share and such amount to or by retiring partner.

**20. DEATH OF PARTNER :**

Save as herein provided on the death of any of the Partners, the business shall not stand dissolved by the successors and the legal representatives of the

RAMESHWAR CONSTRUCTIONS

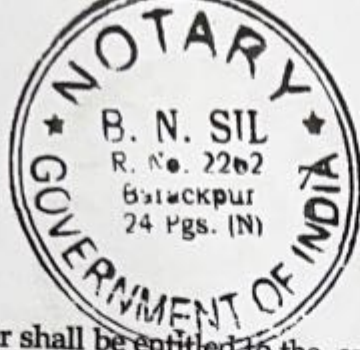
RAMESHWAR CONSTRUCTIONS

Rita Gupta

Subrata Sill

Partner

Partner



deceased partner shall be entitled to the amount of share of profits or loss, if any standing accumulated in the name of the deceased Partner up to the date of death thereof and be it stated that the successors may be admitted as partner or partners in place of the deceased partner if the another partner agrees.

**21. CLAIM OF THE DECEASED PARTNER :**

That in the event of death of any of the partners his legal heirs or any nominee duly nominated by the deceased will be entitled to claim the share of assets, goodwill and accumulated profit, if any, out of partnership properties.

**22. ADMISSION OF NEW PARTNER OR PARTNERS :**

That the admission of new partner or partners can be done by consent in writing of the aforesaid amongst partners and in case of admission the firm will continue with new partner or partners.

**23. REALISATION OF ACCOUNTS ON RETIREMENT :-**

On retirement of any of the Partners a complete account will be drawn up so as to ascertain the assets and liabilities of the Partnership and valuation of good will and the Partner retiring will be entitled to his hereof such assets and liabilities and goodwill and also to get refund his share of capital as standing in his share on that day after all adjustment or profits and loss and drawing and his retirement will not be effective until and unless the amount calculated in between the Partners is final and is agreed by themselves.

**24. ARBITRATION :**

Any dispute or differences 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 or the rights and liabilities of the 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 a sole arbitration, if the parties in disputes so agree, otherwise two arbitrations, accounting to the number of partners of the firm one to be nominated by each party or his representatives and in case of differences of opinion between them, by the umpire selected by

RAMESHWAR CONSTRUCTIONS

*Subrata Singh*

Partner

RAMESHWAR CONSTRUCTIONS

*Rita Gupta*

Partner



them at the commencement of the reference and this clause shall be deemed to be a submission within the meaning of the Arbitration and conciliation Act, 1996 including its statutory modification and re-enactment.

**IN WITNESSES WHEREOF** the Partners set and subscribed their respective hands and seals on this day, month and year first above written.

**SIGNED SEALED & DELIVERED**

In the presence of :-

**WITNESSES :**

1. *Tirthankar Gupta*  
*Advocate*  
*Barrackpore Court*  
*24 Pgs. INI*

**RAMESHWAR CONSTRUCTIONS**

*Rita Gupta*

**Partner**

**SIGNATURE OF THE FIRST PARTNER**

**RAMESHWAR CONSTRUCTIONS**

*Subroto Ghosh*

**Partner**

**SIGNATURE OF THE SECOND PARTNER**

2.

**DRAFTED BY :-**

*Tirthankar Gupta*  
*Advocate*

**Tirthankar Gupta**

**Advocate.**

**Barrackpore Court, 24 Pgs. (N).**

**Enrollment No.F-605/644 of 1990.**

**M.- 9330961350.**

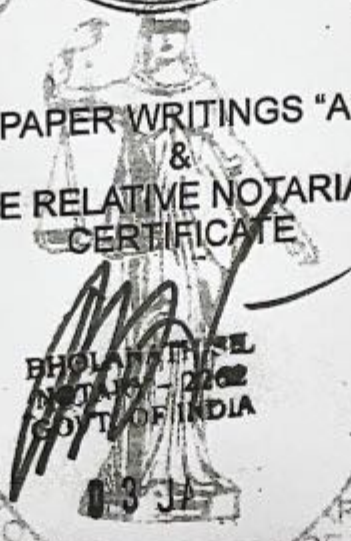
**ATTESTED EXECUTION  
BEFORE ME ON IDENTIFICATION**

*[Signature]*  
**B. N. SIL  
NOTARY - 2182  
GOV. OF INDIA**

THE 03 JAN 2022 OF



PAPER WRITINGS "A" & THE RELATIVE NOTARIALS CERTIFICATE



BHOLANATH SIL  
B.Sc., LL.M.  
NOTARY & ADVOCATE  
GOVERNMENT OF INDIA  
BARRACKPORE COURT  
Dist. North 24 Parganas  
Professional Address

562, R.B.C. Road, P.O. Hazinagar  
P.S. Nailhati, Dist. North 24 Parganas  
Phone : (033) 2588-3296  
Regd. No. 2262

Mobile : 9903115183