



Notarial Certificate

TO ALL TO WHOM THESE PRESENTS SHALL COME I, DILIP KUMAR GAYEN, Advocate Alipore Court duly appointed by the Central Government and practicing as a NOTARY in the district of 24-Parganas (S) of the State of West Bengal within the Union of India, do hereby declare and certify that the Paper Writings collectively marked "A" annexed hereto, hereinafter, called the Paper Writings 'A' are presented before me by the executant (S).

Deed of Partnership
Smt. Tapashi Ghosh w/o. Mr. Ch. Ghosh
of 17/11, Baishnabghata Road
Kol- 47 and others.

hereinafter referred to as the "executant (S)" on this the 17.15.....day of April.....Two Thousand Three.....The "executant (S)" having admitted the execution of the "Paper Writings A" in respective hand (S), 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 authenticated 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).

AN 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 17.15..day of April.....2003.....



DILIP KUMAR GAYEN
Notary
Govt. of India
Alipore Criminal Court
Kolkata - 700 027
Regd. No. 2003/2001
Dist. 24-Pargans (S).

DILIP. KR. GAYEN
NOTARY
Alipore Criminal Court
Kolkata - 700027
Regd. No. -2003,2001

Notarial Stamp
Off. : Alipore Criminal Court
Bar Association
Kolkata - 700 027
Ph. - (033) 2479 1068
Resi. : Vill - Petua (Daspara)
P.O. - Subhasgram
P.S. - Baruipur
Dist. - 24-Parganas (S)
Ph. - (033) 2358 9689

7 APR 2003

137

100Rs.



Tapashi Ghosh
Tapashi Ghosh

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made on this 17th day of April 2003, between SRI TAPASHI GHOSH, wife of Sri Narayan Chandra Ghosh by faith Hindu, by occupation business residing at 17/10, Baishnabghata Road, Calcutta-700 047 the FIRST PARTY (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs executors, assigns and representatives) of FIRST PART.

AND

SRI NARAYAN CHANDRA GHOSH Son of Sri Haran Chandra Ghosh, by faith Hindu, by occupation business, residing at 17/10, Baishnabghata Road, Calcutta -700 047 the SECOND PARTY (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, assigns and representatives) of the SECOND PART.

Contd....2



17 APR 2003

152 1/4/2003 100/-

Sl. No.
M/s. Srl / Sect
Address
P.S.
Vendor..... *Santosh Kr. Dey*

Santosh Kr. Dey
ALIPUR POLICE COURT,
Kolkata 27

152 - 100/-
153 - 50/-

150/-



50 Rs.



Apurba Ghosh
[Signature]

WHEREAS both the parties hereto decided to carrying on a partnership business under the name and style of **M/S. T.N. ASSOCIATE** at premises no – 17/10, Baishnabghata Road, P.S. – Jadavpur, Kolkata-700 047 as the Builders/ Developers/ Contractors of Housing Complex and have already got a land at Premises No. 25, Durga Prasanna Paramhansa Road, P.S. Jadavpur, Calcutta – 700 047.

AND WHEREAS the parties hereto thought it fit and proper to draw a written Deed of Partnership to avoid future disputes and differences between the parties hereto.

NOW THIS INDENTURE WITNESSETH as follows :-

1. **NAME AND STYLE :**
This partnership firm shall continue be carried on under the name and style of **M/S. T.N. ASSOCIATE.**
2. **COMMENCEMENT :**
That the partnership firm hereby constituted shall be deemed to have commenced on and from 17th day of April 2003 and shall continue until the housing complex to be built at the premises mentioned above is completed and disposed off.

Contd...3



17 APR 2003

153 1/4/2003
No. 153
M/s. Sri / Smt. Tk Dey Dew
Address: _____
P.S. _____
Vender: [Signature]

Santosh Kr. Dey
ANIPUR POLICE COURT
Kolkata - 97

[Faint, illegible text, likely bleed-through from the reverse side of the page]



(3)

Tapashi Ghosh.
[Signature]

3. **PLACE OF BUSINESS :**

That the place of business of partnership shall be at premises no.- 17/10, Baishnabghata Road Calcutta – 700 047 or at such other places as the partners shall mutually agree upon from time to time.

4. **NATURE OF BUSINESS :**

That the partnership hereby constitutes shall be primarily carry on the business of as Builders/Developers/Contractors of Housing Complex.

5. **CAPITAL:**

The capital of the partnership shall consists of whatever has been or may be brought in the parties either in cash in the form of assets and stands credited in the books of accounts of their partnership.

MRS. TAPASHI GHOSH – RS. 1,00,000.00

MR. NARAYAN CHANDRA GHOSH – RS. 1,00,000.00

6. **SHARE :**

That the profit and loss of the partnership shall be divided and borne in the parties in the following ratios :-

Smt. Tapashi Ghosh the First Party -- 50%

Sri Narayan Chandra Ghosh the Second Party --- 50%

ACCOUNTING YEAR :

That the accounting year of the partnership firm shall be English Financial Year i.e. from April to March, every year.



Contd...4

17 APR 2003



Dipashu Ghosh

[Signature]

8. **ACCOUNT :**

That the accounts of the partnership firm shall kept and maintained as per usual commercial practice. On the last day of March or as soon thereafter possible on account shall be prepared showing the profit and loss of the partnership firm and as also the assets and liabilities of the firm. All the partners as taken of their acceptance shall sign the said profit and loss account and balance sheet. The books of accounts with supporting documents shall be kept at the principal place of business.

9. **BANKER :**

That as per mutual consent and agreement, any one shall operate the bank account. Both the parties may raise loan from the bank for the said partnership business.

10. **CONDITION :**

That none of the partners shall without written consent of the others Mortgage or transfer or sell in any way transfer his share of profit and part thereof in the said partnership business.

11. **WARRANTIES :**

That each partner shall-



Work for greatest common good of the partnership business and shall not act in a manner or detrimental to the best interest of the partnership business.

Contd...5

17 APR 2003



(5)

Dipankar Ghosh

[Signature]

- b) Be just faithful to others.
- c) Furnish all time to the others true and faithful information in all matters relating to the affairs of the partnership.
- d) Effort every possible assistance and exercise reasonable diligence in carrying one of the business to other mutual advantage.

12. **MANAGEMENT :**

- a) That the management of the partnership shall be in the hands of partners.
- b) That on a solution of the partnership business before the completion of project as mentioned before the property and assets of the firm shall be released and proceeds shall be applied first in paying the debts and liabilities of the firm, secondly in repaying to each partner the amount of capital brought in by him or accumulated in his or accumulated in his capital account and the surplus, if any, shall be divided among the partners according to their profit sharing ratio. The goodwill of the partnership shall also be valued and disposed off in the manner as the partners may mutually decide from time to time.



Contd...6

17 APR 2003



(6)

D. P. Kumar

13. **DEATH :**

That in case of death of the partners, the partnership shall be continued along with one of the legal heirs of the deceased partner providing always that if the heir of the deceased partner does not prefer to become a partner, than the surviving partner may continue to carry on the business after paying to the heir of the deceased partner with interest accrued or due and share in goodwill, quota quota right and assets.

14. **ARBIRATION :**

That in case of disputes and differences among the partners shall be referred to Arbitrators and each party having the right to nominate his owns Arbitrator. Decision of such Arbitrators shall be binding on both partners.

15. **ALTERATION OF TERMS ETC :**

That any of the terms and conditions herein before contained not affecting the validity or essence of the partnership may be altered or modified by the parties by mutual consent which may either expressed in writing or inferable form conduct.

Contd...7



17 APR 2003



Dipanki Ghosh
[Signature]

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

SIGNED, SEALED AND DELIVERED

In the presence of :-

Witnesses :-

1. *Dipanki Ghosh*
19C, Baishnabghata
Bye Lane.
Kolkata-700047.

Dipanki Ghosh

SIG. OF THE FIRST PARTY



2. *Prakalad Ch. Ghosh*
17/10 Baishnabghata Rd.
Kolkata-47.

[Signature]

SIG. OF THE SECOND PARTY

Drafted by :

Typed by: *Amrinal Chakrabarty*
Baishnabghata Bye Lane
Kolkata-47

IDENTIFIED BY ME
[Signature]
Advocate

Signature Attested
on Identification

[Signature]

DILIP KUMAR GAYEN NOTARY
Alipore Criminal Court, Kol-27
Regd.No-2003/2001 Govt. of India

17 APR 2003

17 APR 2003



17 APR 2003



THE 17 APR 2003 2003

Paper Writings 'A'
&
The Relative Notarial
Certificate

17 APR 2003

Dilip Kumar Gayen
Advocate
ALIPORE CRIMINAL COURT



NOTARY
GOVT. OF INDIA
REGD. NO. 2003/2001

ADDRESSES

17 APR 2003

Residence :
Petua (Daspara)
P.O. - Subhasgram
P.S. - Baruipur
Dist. - 24-Parganas (S)
Ph. - 2358 9688

Office :
ALIPORE CRIMINAL COURT
Bar Association
Kolkata - 700 027
Ph. - 2479 1068