

Notarial Certificate

TO ALL TO WHOM THESE PRESENTS SHALL COME I, TAPAN KUMAR DEY, Advocate Alipore 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 declare and certify that the Paper Writings collectively marked 'A' annexed hereto, hereinafter, called the "Paper Writings A" are presented before me by the executants (s).

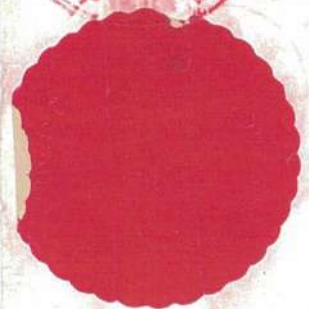
" deed of Partnership " of
M/s P. D. S. ASSOCIATES Jay
25, S.P.P. Road,
P.O. - Jadavpur,
Kolkata - 700047

hereinafter referred to as the "executant (s)" on this the 28th day of May Two thousand Seven

The "executant (s)" having admitted the execution of the "Paper Writing 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 28th day of May 2007.



TAPAN KUMAR DEY
Notary
Govt. of India
Alipore Judges & Criminal Court,
Kolkata - 700 027
Regd. No. 1537 / 2000
Dist. 24-Parganas

TAPAN KUMAR DEY
NOTARY.
Alipore Judge's & Criminal Court
Calcutta - 700027.
28 MAY 2007

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)

28 MAY 2007

29/07.



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



Prahlad Chandra Ghosh
T. K. DEY
Narayan Chandra Ghosh
Sankar Ghosh

A 424134

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made on this 16th day of April 2007, between **SRI PRAHLAD CHANDRA GHOSH** son of Sri Haran Chandra Ghosh, by faith Hindu, by occupation business, residing at 17/10, Baishnabghata Road, Kokkata -700047 the **FIRST 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 **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, Kokkata -700047 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.**

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28 MAY 2007

भारतीय गैर न्यायिक

पचास
रुपये
रु.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL



Sri Sankar Ghosh
Narayan Chandra Ghosh
Sankar Ghosh

A 991935

SRI SANKAR GHOSH son of Sri. Makhan lal Ghosh, by faith Hindu, by occupation business, residing at Raj Narayan Park, Rongkol, Boral, Kolkata 700154. the **THIRD 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 **THIRD PART.**

WHEREAS all the parties here to decided to carry on a partnership business under the name and style of **M/S P.N.S. ASSOCIATES** at premises no-25 D.P.P. Road P.S. Jadavpur, Kolkata 700047 as the Builders/ Developers/ Contractors of Housing Complex and have already got a land at premises No. 452, Kalitala Road, Ward No. 28 under Raj pur -Sonarpur Municipality.

AND WHEREAS the parties here to 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 P.N.S. ASSOCIATES.**

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Prahlad chandra Ghosh
T. K. DEY
Narayan Chandra Ghosh
Sankar Ghosh

2. COMMENCEMENT:-

That the partnership firm hereby continued shall be deemed to have commenced on and from 16th day of April, 2007 and shall continue until the housing complex to be built at the premises mentioned above is completed and disposed of.

3. PLACE OF BUSINESS:-

That the place of business of partnership firm shall be at premises no. 25, D.P.P. Road, Kolkata -700047 or at such other places as the partners shall mutually agree upon from time to time.

4. NATURE OF BUSINESS:-

That the partnership hereby constituted 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.

MR PRAHLAD. CHANDRA GHOSH.	RS.1,00,000/=
MR. NARAYAN CHANDRA GHOSH.	RS.1,00,000/=
MR.SANKAR GHOSH.	RS.1,00,000/=

6. SHARE:-

That the profit and loss of the partnership business shall be divided and borne equally among the partners.

ACCOUNTING YEAR:-

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

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8. ACCOUNT:-

That the accounts of the partnership firm shall kept and maintained as per usual commercial practice. On the last day of the March or as soon thereafter possible on account shall be prepared showing the profit or loss of the partnership firm and also the assets and liabilities of the firm. All the partners as taken of their acceptance 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, the bank account will be operate jointly. The parties jointly 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 sale or transfer in any way transfer his share of profit and part thereof in the said partnership business.

11. WARRANTIES:-That each partner shall –

- a. 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.
- 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 caring one of the business to other mutual advantage.

12. STIPULATION:- No individual partner of the firm shall without the consent in writing of the partner be entitled to :-

- a) Admit any liability in a suit or proceedings against the firm.
- b) Compromise or relinquish any claim or portion of a claim by the firm.
- c) Transfer immovable property belonging to the firm.

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Ranilad Chandra Ghosh

T. K. DEY

Narayan Chandra Ghosh
Sankar Ghosh

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T. K. DEY
Narayan Chandra Ghosh
Prabhat Chandra Ghosh
Sachin Ghosh

- d) Lend to any outsider any money belonging to the firm.
- e) Take a lease or acquire immovable property on behalf of the firm.
- f) Appoint any employee in or dismiss any employee of the firm.
- g) Operate Bank account on behalf of the firm in his own name.
- h) Have dealings or give credit on behalf of the firm to any person or business house whom any partner has decided not to deal with and trust.
- i) Withdraw a suit or proceeding filed on behalf of the firm.
- j) Assign, mortgage or change his share of interest in the firm wholly or in part to any outside.

Any partner committing any breach of any of the stipulations indemnify the firm and/ or other partners from all losses and expenses incurred or to be incurred by the firm and / or other partners in that respect.

13. 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 the project as mentioned before the property and assets of the firm shall be released and proceeds shall be applied first in paying the debits 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.

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(6)

Attest.
Narayan Chandra Ghose
Prabhat Chandra Ghosh
Sankar Ghosh,

.14. 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.

15. ARBITRATION:-

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 all partners.

16. 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 from conduct.

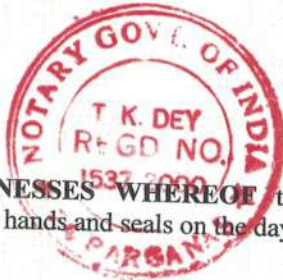
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17. **DISSOLUTION:-** On dissolution of the partnership a full and general account shall be taken of all money, stock-in-trade, debts and assets that belongs to due to the partnership including capital, such account shall be made up within reasonable time and the account payable to each partner shall be paid to him.

18. **GENERAL:-** That in all respects other than those provided from herein this partnership shall be governed by Indian Partnership Act.

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(7)

Rahlad Chandra Ghosh,
T. K. DEY,
Narayan Chandra Ghosh,
Sankar Ghosh,

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. Milan Sankar
Boral Gitanjali Park.
Kolkata 700154

Rahlad Chandra Ghosh.
SIG. OF THE FIRST PARTY

T. K. DEY,
Narayan Chandra Ghosh.
SIG. OF THE SECOND PARTY

Sankar Ghosh.
SIG. OF THE THIRD PARTY



Drafted by :-

Typed by:-

Identified by me

Advocate

**Signature Attested
on Identification**

T. K. DEY, Notary
Alipore Judge/P. Lie. Court. Cal-27
Regd. No.-1537/2000 Govt. of India

28 MAY 2007



28 MAY 2007

28 MAY 2007
THE.....DAY OF.....200

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

Tapan Kumar Dey

Advocate

ALIPORE JUDGES & CRIMINAL COURT

28 MAY 2007



NOTARY

Govt. of India

Regd. no. 1537/2000

28 MAY 2007

ADDRESSES

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9831109694 (Sujit)

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Santoshpur, Kolkata - 700 075
Phone 2416-1861