

Serial No. 8/89



# NOTARIAL CERTIFICATE

TO ALL MEN THESE PRESENTS SHALL COME I, **MADHUMITA KUNDU** PRACTISING as **NOTARY PUBLIC, GOVT. OF INDIA** in the small causes court, Calcutta. 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 WRITINGS "A" are presented before me by the executant(s).

Enclosed herewith a / an Partnership Deed made by and between the parties as Tirtha Biswas & 54/10, Sat Chandi Para Road, Koukalo-2 and Sankar Deb of 30 R. B. Road, Koukalo-2 and Kshitesh Chandra Palit of 15 F. C. Road, Koukalo-2 as mentioned in this paper.

hereinafter referred to as the executant(s) on this ..... day of ..... Two Thousand .....

17 DEC 2019

The executant(s) having admitted the execution of the "PAPER WRITINGS "A" in respective hand(s) in the presence of the witnesses who as such subscribe(s) signature(s) hereon and being satisfied as to the identity of the executant(s) and the said execution of the "PAPER WRITINGS "A" and satisfy that the said execution is in the respective hand(s) of the executant(s).

IN WITNESS WHEREOF being required of a NOTARY, I have granted these presents as my NOTARIAL CERTIFICATE serve and avail as need and occasion shall or my require.



IN FAITH AND TESTIMONY WHEREOF I, the said NOTARY PUBLIC, have hereunto set and subscribed my hand and affixed my Notarial Seal of Office Small Causes Court at Calcutta on this ..... day of ..... Two Thousand .....

17 DEC 2019

## MADHUMITA KUNDU

M.A., B.Ed., LL.B., ADVOCATE & NOTARY

GOVT. OF INDIA

17 DEC 2019

Regd. No. 596/95

Calcutta

17/12/2019

Sl. NO. 8293

भारतीय गैर न्यायिक



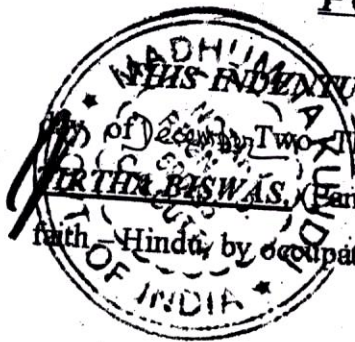
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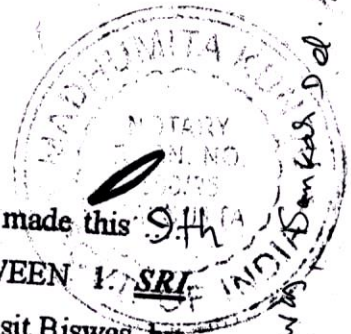
ANNEXURE



Partnership Deed

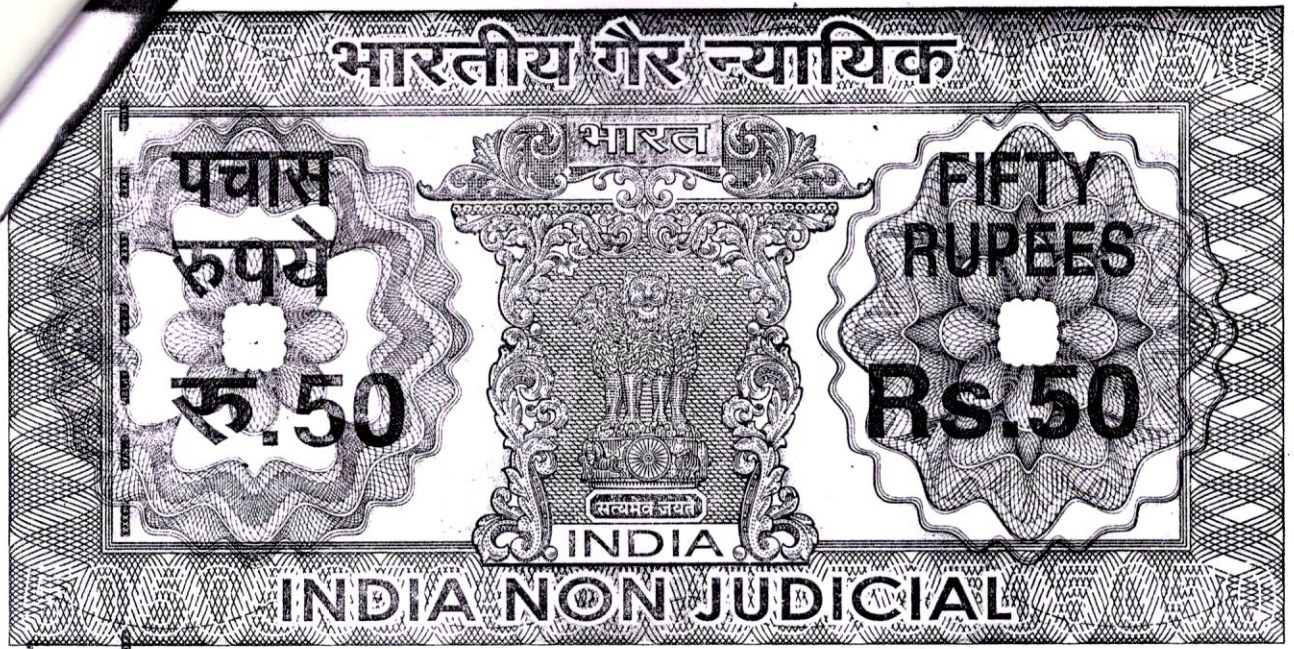


THIS INDENTURE OF PARTNERSHIP DEED made this 9th day of December Two Thousand Nineteen (2019) BETWEEN SRI. VIKRANT BISWAS, (Pan No. AGRP9383J) son of Late Asit Biswas, by faith Hindu, by occupation - Business, residing at 54/10, Satchasi Para



Contd..2

*Justus Biswas d. Kshitish ch. Senchadjee*



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ANNEXURE

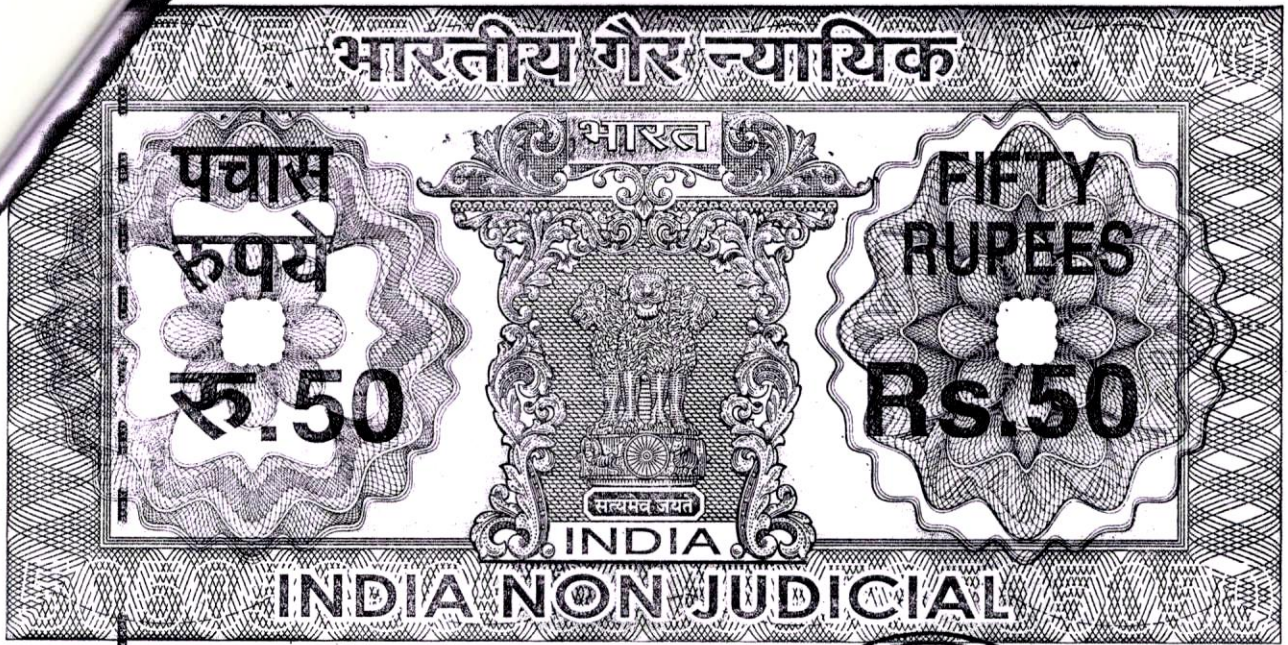


(2)

Road, Cossipore, Kolkata - 700 002, 2. SRI SANKAR DEB, (Pan No. AHAPD0870G) son of Late Sambhu Nath Deb, by faith - Hindu, by occupation - Business, residing at 36, Ramlal Banerjee Road, P.S. Baranagar, Kolkata - 700 036 and 3. SRI KSHATISHT PANCHADHYEE, (Pan No. AFPPP9453A) son of Nani Gopal Panchadhyee, by faith -

Contd.. 3

Jitish Bhow Sanjay P de Kshitish Ch. Panchadhyee.



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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ANNEXURE



(3)

Hindu, by occupation - Business, residing at 15E, Gopal Chatterjee Road, P.S. Cossipore, Kolkata - 700 002 of the "THREE PARTNERS" (which terms and expression unless by or repugnant to the context shall be deemed to mean and include their legal heirs, executors, legal representatives and assign).

Contd..4

Nitya Bhowm Sanakar Del. Kshitish Ch. Emelachyee.

**ANNEXURE**

(4)



**WHEREAS** the partners herein of the all partners formerly been carrying on a partnership business under the name and style of "M/S. BALAJI CREATION" under the terms condition and shares are embodied in the deed of partnership as follows:-

**AND WHEREAS** the all partners are the joint partners had been carrying on business under the name and style of "M/S. BALAJI CREATION" at 28, Ramlal Banerjee Road, P.S. Baranagar, Kolkata - 700 036.

**NOW THIS INDENTURE WITNESSETH** that the parties of the firm are willing to combined their labor, skill and financial resources for carrying on a partnership business for mutual benefits and in presence of the said desire they have formed themselves into a partnership business on the terms and conditions mutually agreed upon) The name and style of the partnership firm shall remain and continued "M/S. BALAJI CREATION" at 28, Ramlal Banerjee Road, P.S. Baranagar, Kolkata - 700 036, the firm's nature of the said business of promoting of new or old buildings and also development of land by way of construction of multi-storied building together with all types of civil construction works and also general order suppliers as commission agent, the partners shall have the option to any new line of business or venture both intend and overseas to open and close branch or branches. Purchasing center or centers and agencies as to be agreed up by the partners herein.

- a) That proper books of accounts shall be maintained by the partnership firm and the said books of accounts shall be closed on the of 31<sup>st</sup> March of each year according to the English calendar year and trading, profit and loss a/c. and balance sheet shall be drawn-up accordingly.

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Withy Binay Sankar D.J. Kshitish Ch. Banerjee

ANNEXURE

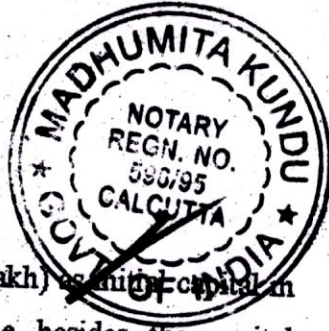


(5)

- b) That the firm and the business hereunder shall be formed operated and run under the names and of "M/S. BALAJI CREATION" at 28, Ramlal Banerjee Road, P.S. Baranagar, Kolkata - 700 036.
- c) This partnership shall be carried at 28, Ramlal Banerjee Road, P.S. Baranagar, Kolkata - 700 036.
- d) This partnership shall be deemed to have commenced on the 9<sup>th</sup> December 2019 and shall be continued unless determined with mutual consent of the partners.
- e) The credit balance in the account of the partner of the said firm shall be treated as their contributed capital. The partners shall contribute but shall render their best services for carrying out as well as for the improvement of the partnership firm.
- f) All out going and expenses of the partnership firm interest or loan and all losses shall be payable first out of the profit next out of capital and in the case of further deficiency of the partners according to the respective share.
- g) CAPITAL :
- That all the partners shall contribute as initial capital in the business of the firm as follows :-
- 1) That Tirtha Biswas shall contribute as initial capital of Rs. 1,90,000/- (Rupees one lakh ninety thousand only).
  - 2) That Sankar Deb shall contribute as initial capital of Rs. 1,85,000/- (Rupees one lakh eighty five thousand only).
  - 3) That Kshitish Panchadhyee shall contribute as initial capital of Rs. 1,25,000/- (Rupees one lakh twenty five thousand only).

*Jittha Biswas Sankar Deb. Kshitish Ch. Panchadhyee.*

# ANNEXURE



(6)

Total sum of Rs. 5,00,000/- (Rupees five lakh) as equity capital in the business of the firm. If at any time besides the capital contribution by the partners aforesaid, firm requires any capital for running the business, the same may be raised by further capital contribution by the partners, or by taking loans from any nationalized bank or banks or foreign bank or banks or from private parties after paying prevailing rate of interest.

- h) That if necessary the partners rendering active services to the business of the firm may be drawn salaries, commissions, bonus etc. At the rate or rates which do the partners mutually decided.
- i) The net profit and loss of the partnership firm shall belong to the partners in following share
- |                             |        |
|-----------------------------|--------|
| 1. SRI TIRTHA BISWAS        | 38.00% |
| 2. SRI SANKAR DEB CHANDRA   | 37.00% |
| 3. SRI KSHITISH PANCHADHYEE | 25.00% |
- j) ROLE OF THE PARTNERS

Each partner shall devote full time attention to the affairs of the firm. The activities of the firm shall be collectively carried out by the partners and each partner shall not leave no stone unturned in solving the problems/risks/hindrances that the firm may be exposed to in course of its business.

## k) REMUNERATION TO THE PARTNERS :

To ensure better balance of economy in running the business more efficiently and proficiently the partners herein do hereby resolve to get from the firm the yearly remuneration in the manner following :

### (A) INTEREST ON CAPITAL :

That the Firm shall pay interest @12% per annum or such rate as may be permissible by law from time to time to

Dinthe Biswas, Sankar D. S. Kshitish Ch. Panchadhyee.

# ANNEXURE 1



(7)

partners to these presents on the amount of effectively capital standing in the name of each partner.

## (B) SALARY AND BONUS

That the three working partners of the firm Sri Tirtha Biswas, Sri Sankar Deb and Sri Kshitish Panchadhyee shall be entitled to a monthly salary of Rs. 7000/- (Rupees Seven thousand) each regardless of the profits or losses of the firm in any financial year.

## © COMMISSION :

That over and above salary stipulated in (B) above the three working partners shall be entitled to a commission based on calculation as a specified percentage of book profit in the manner following :

- 1) On the first of Rs. 300000/- of the book profit 6%
- 2) On the balance of the book profit 60%

## (C) ALLOCATION OF COMMISSION :

That the resultant commission in © above shall be divided and allocated among the working partners as under:

1. SRI TIRTHA BISWAS	38.00%
2. SRI SANKAR DEB	37.00%
3. SRI KSHITISH PANCHADHYEE	25.00%

## (D) DIVISION OF PROFIT OR LOSSES :

That the ultimate profit or losses of this partnership business shall be divided and allocated among the partners to these presents as follows :

1) Sri Tirtha Biswas	38.00%
2) Sri Sankar Deb	37.00%
3) Sri Kshitish Panchadhyee	25.00%

*Kshitish Ch. Panchadhyee*  
*Sankar Deb*  
*Tirtha Biswas*





# ANNEXURE 'A'



(9)

- o) That in case the number of partners is required to increase the same shall be jointly decided by the above three partners and the decision of partner shall be final.
- p) That in the case of firm is winding up or goes into liquidation the liability of the partnership firm shall be share equally and/or proportionately by the three partners i.e. Sri Tirtha Biswas, Sri Sankar Deb and Sri Kshitesh Panchadhyee.
- q) That the three partners jointly either or any two partners can operate the schedule or non-Schedule bank account in the name of aforesaid partnership firm and the bank shall be introduce according and other partner never to claim for the same, which was jointly decided by said all partners.
- r) That the partners may apply and take loan from the bank whenever it is required in the interest of the aforesaid partnership business, which is jointly/individually, decided by the all partners.
- s) That the partners will have the right to change the existing addresses (Registered) of the partnership firm if it is so agreed upon by the three partners of the partnership firm.
- t) This newly constituted firm takes the overall assets liability stock in trade benefit of the contract, import quota rights of the old property concern.
- u) The existing bank accounts shall be continued or belonging to the partnership firm till the same is hanged new bank account be opened in any bank or banks and the same shall be operate any two partner / three partners jointly operate accordingly.
- v) **Death of the partner:** - That upon death of the any partner of the partnership firm shall not be closed upon the death of any of the partners, then the existing/major partners decide/appoint one parson as a partner of the business.

Sankar Deb, Kshitesh Ch. Panchadhyee  
Tirtha Biswas

ANNEXURE

(10)



IN WITNESS WHEREOF all the parties do hereby set and subscribe our respective hands to it this the day, month and year in the first above written.

Witnesses :-

1. Shyamal Bhowmik  
84/110 Subhasi Park Road,  
Cossipore, Cal - 700022

2.

1. Nithe Biwas

2. Sankar Del


3. Kshitish Ch. Panchadhyay

Signature of the First to Three Partners

Drafted by

Mr. Sourendranath Basu

(Advocate, High Court, Kolkata.)

  
MADHUMITA KUNDU  
NOTARY, GOVT. OF INDIA  
S. C. J. BAR ASSOCIATION  
263, KIRAN SANKAR ROY ROAD  
CALCUTTA 700 001

17 DEC 2019

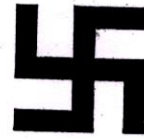
Verified & authenticated by me

17/12/2019

THE 17 DEC 2019 DAY OF



**PAPER WRITINGS "A"  
&  
THE RELATED NOTARIAL CERTIFICATE**



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**MADHUMITA KUNDU**

**M.A., B.Ed., LL.B., ADVOCATE & NOTARY  
GOVT. OF INDIA**

**PRESIDENCY SMALL CAUSE COURT  
BAR ASSOCIATION  
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Calcutta - 700 001  
Phone : 2248 2627, 2242 6190**

***Residence:*  
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P.O. - Salkia, Howrah - 6  
West Bengal  
Mobile : 98308 97932**

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