

17/4/15

Serial No : 68/15



### NOTARIAL CERTIFICATE

TO ALL TO WHOM THESE PRESENTS SHALL COME I, SRI BABLU KUMAR NASKAR, duly appointed by the Government of West Bengal as NOTARY and practising within the city of Kolkata, Union of Indian do hereby certify that the Paper Writings 'A' are presented before me by the Executant (s),

*Deed of Partnership*  
*Narayan Chandra Ghosh*  
*Sp. Late Haran Ch. Ghosh*  
*of 1901, Mukundapur,*  
*E-20, Sammitini Park, P.S. Swarnaj*  
*Park, Kol-75. — and — 00 1st Party*  
*Sankar Ghosh sp-L.L. Ghosh*  
*00 2nd Party.*

who has/have been properly identified hereinafter referred to as the Executant(s) this the

22 APR 2015

THE EXECUTANT having admitted the Execution on the Paper Writings 'A' and being satisfied as to the identity of the Executant(s), have attested the Execution.

22 APR 2015

WITH AND TESTIMONY WHERE OF, I SRI BABLU KUMAR NASKAR the said NOTARY have hereunto subscribed my name and affixed my Seal of Office on this the

*B.K. Naskar*  
NOTARY

SRI BABLU KUMAR NASKAR  
Regn. No. 102/2007  
Alipore Police Court,  
Kolkata- 700 027  
  
Mob- 9830138209



22 APR 2015



68 22/4/15

भारतीय गैर न्यायिक

पचास  
रुपये  
रु.50



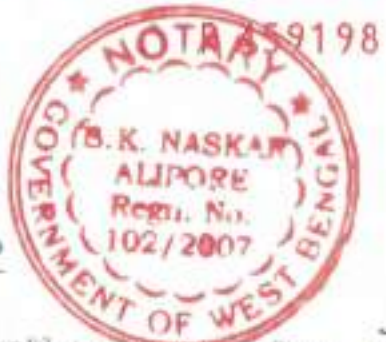
FIFTY  
RUPEES  
Rs.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

BEFORE THE NOTARY PUBLIC  
AT ALIPORE POLICE COURT

DEED OF PARTNERSHIP



THIS DEED OF PARTNERSHIP made on this the 22<sup>nd</sup> day of April, Two Thousand and Fifteen (2015), BETWEEN SRI NARAYAN CHANDRA GHOSE son of Late Haran Chandra Ghosh, by faith – Hindu, by Nationality – Indian, by occupation – Business, residing at 1901, Mukundapur, E-20, Sammilani Park, P.O.-Santoshpur, P.s.-Survey Park, Kolkata-700075, hereinafter the 'FIRST PARTY' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, representatives and assigns) of the FIRST PART.

AND

SRI SANKAR GHOSH, son of Labiat Khan Lai Ghosh, by faith – Hindu, by Nationality – Indian, by occupation – Business, residing at Present 4186, Raj Nauyan Park, P.O.-Boral, P.S.-Sonarpur, Kolkata-700154 hereinafter the **SECOND PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, representatives and assigns) of the **SECOND PART**.



Contd ..... P-?

Sankar Ghosh, Sankar Ghosh

22 APR 2015

7 FEB 2015

010808

Serial.....Date.....

Name • S.C. Mazumder (Adv)

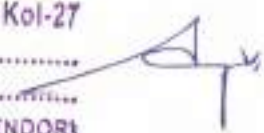
Address • Alipore Police Court Kol-27

Rs.....

Sign.....

A. K. PURKAYASTHA (STAMP VENDOR)

Alipore Police Court Kol-27





# भारतीय गैर न्यायिक

पचास  
रुपये  
रु. 50



FIFTY  
RUPEES  
Rs. 50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

2.



WHEREAS both the parties hereto decided to carrying business under the name and style of M/S. PROJECT BUILDERS, at premises No. 1901 Mukundapur, E-20, Sammilani Park, P O -Santoshpur, P s -Survey Part, Kolkata-700075, as the builders Developers/Civil Contractors of Housing Complex and have already got a land measuring moree or less 7 kottah more or less at 22/E, Raipur Mondalpara, Keyabagan, Ganguy Bagari Kolkata-700047.

AND WHEREAS the parties/partners 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 DEED OF PARTNERSHIP WITNESSESTH as follows -

NAME AND STYLE

This partnership firm shall continue be carried on under the name and style of M/S. PROJECT BUILDERS.

Contd. .... P/3

22 APR 2015

Narayan Chandra Das : Son of ...

17 FEB 2015

010609

Verlal.....Date.....

Name - S.C. Mazumder (Adv)

Address - Alipore Police Court Kol-27

Rs.....

Sign.....

A. K. PURKAYASTHA (STAMP VENDOR)

Alipore Police Court Kol-27





# भारतीय गैर न्यायिक

पचास  
रुपये

रु.50

भारत

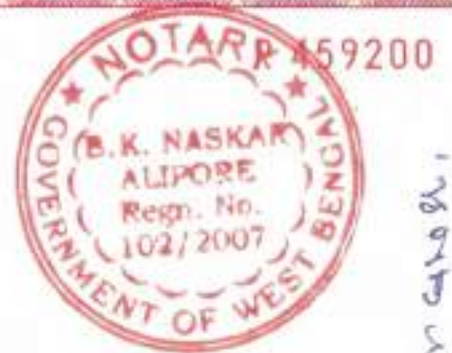


FIFTY  
RUPEES

Rs.50

INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



3.

## 2. COMMENCEMENT:-

That the partnership firm hereby constituted shall be deemed to have commenced on and from 22<sup>nd</sup> day of April 2015 and shall continue until the housing complex to be built at the premises /holding mentioned above and/ or any other properties to be acquired in future is completed and disposed off

## 3. PLACE OF BUSINESS:-

That the place of business of partnership shall be at premises No 1901<sup>st</sup> Mukundapur, E-20, Sammilani Park, P.O -Santoshpur, P.s - Survey Park, Kolkata-700075 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/Civil Contractors of Housing Complex.



Narayan Chandra Das, Sarkar case 81

Contd.....P/4

22 APR 2015

17 FEB 2015

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Serial.....Date.....

Name - **S.C. Mazumder (Adv)**

Address - Allpore Police Court Kol-27

Rs.....

Sign.....

**A. K. PURKAYASTHA (STAMP VENDOR)**

Allpore Police Court Kol-27





Narayan Chandra Ghosh  
Sankar Ghosh



5. **DURATION :-**

The duration of the partnership shall be "AT WILL" but in case any partner desire to retire from the partnership, he shall be at liberty to do so by giving one month's notice in writing to the other parties.

6. **CAPITAL:-**

The capital of the partnership shall consist 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. Both the partners preliminary invest totaling Rs.6,0,000.00 (Rupees Six Lakh Only) as per their share ratio by way of cash / cheque i.e. Rs.3,90,000.00 (Rupees Three Lakh Ninety Thousand Only) by Sri Narayan Chandra Ghosh, and Rs.2,10,000.00 (Rupees Two Lakh Ten Thousand Only) by Sri Sankar Ghosh.

The Capital of the partnership business shall be constituted by all the Partners as and when considered to be necessary.

7. **SHARE:-**

That the net profit and/or loss of the partnership business after the payment of all expenses or other outgoing, including the Profit and /or Loss if any of the Partnership firm shall be divided as under:-

Name of the Partner	Profit	Loss
Sri Narayan Chandra Ghosh	65%	65%
Sri Sankar Ghosh	35%	35%

8. **SALARY / REMUNERATION:-**

Each Partners will be entitled to withdraw salary / remuneration per month.

9. **BORROWINGS:-**

The partners of the firm may borrow from time to time after taking consent from the other partners persons, firms, companies or banks, such money as may be required for the purpose of the business of the firm.

10. **BANK ACCOUNT:-**

The bank account of the partnership firm shall be with such bank / banks as the partners may, from time to time, agree upon themselves. The same shall be operated by both partners jointly.

11. **ACCOUNTING YEAR:-**

That the accounting year of the partnership firm shall be English Financial year i.e. from 1<sup>st</sup> April to 31<sup>st</sup> March, every year.

12. **ACCOUNT:-**

The books of accounts of the partnership firm shall be kept in the safe custody of the partners and each party shall have free access over them.

13. **FINAL ACCOUNTS:-**

At the end of the accounting year an account will be taken of all the assets and liabilities and of all the profits and losses of the partnership firm for the year and the same shall be entered in the books of the accounts which shall be signed by all the parties.

14. **INTEREST OF CAPITAL:-**

There will be interest on capital @12% p.a. , but no interest will be charged if the firm does not earn profit.



22 APR 2015



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**15. SITPULATIONS:-**

(a) That the amount of remuneration / interest payable to partners shall not exceed the amount which is allowed as deduction under section 36A(i) and 37(i) read with section 40A(a) and 40A(2) of the income tax act. The excess amount paid could be deemed to be the drawing of the respective partner.

(b) Each partner shall -

- (i) Punctually pay his separate debts and indemnify the other partner and the assets of the firm against the same and all expenses of account thereof.
- (ii) Forthwith pay all money, cheque and negotiable instruments received by him or account of the firm into the bank account of the firm.
- (iii) Render proper explanations of all matters relating to affairs of the partnership and offer every assistance in his powers in carrying on business for mutual advantage of both the partners.
- (iv) Be just and loyal to the firm and to the partners in all transactions relating to the same without any concealment of or supersession of and shall furnish on request a full and correct explanation thereof to the partners.

(c) That no individual partner of the firm shall without the consent in writing of the partner be entitled to -

- (i) Admit any liabilities in a suit or proceedings against the firm.
- (ii) Compromise or relinquish any claim or portion of a claim by the firm.
- (iii) Transfer immovable property belonging to the firm.
- (iv) Lend to any outsider any money belonging to the firm.
- (v) Take a lease or acquire immovable property on behalf of the firm.
- (vi) Appoint any employee in or dismiss any employee of the firm.
- (vii) Operate bank account on behalf of the firm in his own name.
- (viii) Have dealings or give credit on behalf of the firm to any person or business house whom any other partners has decided not to deal with and trust.
- (ix) Withdraw a suit or proceeding filed on behalf of the firm.
- (x) Assign mortgage or charge his share of interest in the firm wholly or in part to any outsider. Any partner committing any breach of any of the foregoing stipulations indemnify the firm and / or other partner in that respect.



**16. NOTICE:-**

That any notice hereby required authorized to be given to any of the partners sufficiently given by leaving the same addressed to him at the firm or by sending the same by registered post to his unusual or last known address.

**17. DISSOLUTION:-**

That on dissolution of the partnership business a full and general account shall be taken of all money, stock-in-trade, debts and assets that belonging or due to the partnership including capital, such account shall be made a with reasonable time and the amount payable to each partner shall be paid to him.

Arbitrators and each party having the right to nominate his owns Arbitrator. Decision of such Arbitrators shall be binding on all partners.

**19. ADDITIONS OR ALTERATION OF ANY CLAUSE OF THIS PARTNERSHIP DEED:-**

Notwithstanding anything stated or provided herein the parties shall have full powers and discretion any modify , alter or very the terms and conditions of the partnership deed in any manner think fit by mutual consent which shall be reduce to writing shall become appendage and part of this deed.

22 APR 2015

:6:

Narayan Chandan  
Sankar Chakrabarti



20. 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 right and assets.

21. GENERAL:-

That in all respects other than those provided from herein this partnership shall be govern by Indian Partnership Act.

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. Alan Datta  
C/125, Sonakipark  
Bansdhoni  
Kolkata - 700070.

Narayan Chandan

SIG. OF THE FIRST PARTY.

2. Joy Chakraborty  
Kasbarpur Pearybaglan  
South 24 Parganas Kot 153.  
P.S. Sonarpur.

Sankar Chakrabarti

SIG. OF THE SECOND PARTY.

Drafted by:-

Typed by:-

Subimal Datta

Subimal Datta  
Alipore Police Court  
Kolkata-700 027



.....  
in F. ... (Signature) of the  
Executive attested by me on Identification

B.K. NASKAR

B. K. NASKAR  
Advocate, Alipore  
Sect. of West Bengal, Regn. No. 102/2007  
Alipore Police Court,  
Kolkata - 700 027

Identified by me

[Signature]  
- Advocate

22 APR 2015



22 APR 2015



THE.....DAY OF.....20

22 APR 2015

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



22 APR 2015

**B. K. Naskar**

Advocate

ALIPORE POLICE COURT  
Kolkata - 700027



**NOTARY**

Govt. of West Bengal  
Regd. No. 102/2007

**ADDRESSES**

Alipore Police Court  
District Bar Association  
(1st Floor)  
Kolkata - 700027  
Phone : 2479-1477

Resi. :  
2, Naskar Para,  
Garfa Main Road,  
Kolkata - 700078

Mob- 9830138209