

Sl. No. 27/22

NOTARIAL CERTIFICATE

(PURSUANT TO SECTION 8 OF THE NOTARIES ACT, 1952)

ALL MEN THESE PRESENTS SHALL COME, I MD. RAFIUDDIN LASKAR Advocate & Notary Practising in the Baruipur Civil & Criminal Court having my ordinary professional address to be Vill : Madarat Battala, P.O. : Madarat, P.S. : Baruipur, Dist. : South 24 Pgs., Pin Code - 743610 of the State of West Bengal within Union of India, 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).

PARTNERSHIP DEED.

between Bhaskar Pal s/o - Lt. Prahlad Chandra
Laskar s/o - Babu Chandra s/o - Lt. Prahlad Chandra, P.O. : Lakshmi, P.S. : Narayan, Dist. : South 24 Pgs., Pin Code - 743610 of the State of West Bengal within Union of India, AND Sanjay Roy s/o - Shanti Roy Do, AND Bishu Manna, s/o - Lt. Srikantha Manna, residing at - 2, Ballyganga Place east, Ballyganga P.S. : Gariahat Kol - 700019, AND Subhadip Sarker s/o - Kartick Chandra Sarker, residing at, Do

Hereinafter referred to as the "Executant(s)" on this, the day of Two Thousand 09 NOV 2022

Power of Attorney / Partnership / Will / Agreement / Declaration / Rent agreement / Others.

The "Executant (S)" having admitted the execution of the "Paper Writings" 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 of the "Paper Writings 'A'".

I have verified, authenticated and attested the execution of the "Paper Writings" 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 needs or occasions shall or may require for the same.

IN FAITH & TESTIMONY WHEREOF, I, the said Notary, have hereunto set and subscribed my hand and affixed my Notarial Seal of Office on this.....day of.....2022

MD. RAFIUDDIN LASKAR

B.A, LL.B

Notary

Baruipur Civil & Criminal Court
Kolkata, Pin - 700 144
Govt. of West Bengal
Regd. No. 011 / 2022

MD. RAFIUDDIN LASKAR
NOTARY

Baruipur Civil & Criminal Court
Regd. No.- 011/2022
Govt. of West Bengal

NOTARIAL STAMP



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AM 623272



:-DEED OF PARTNERSHIP:-

THIS DEED OF PARTNERSHIP made on this ^{9th} day of November,
2022 (two thousand twenty two) A.D.

BY AND BETWEEN



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BHASKAR PAL (PAN- BSLLP2831E) S/o- Lt. Prahlad Chandra Pal, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at Laskarpur, RabindraNagar, P.O.- Laskarpur, P.S.- Narendrapur, Kolkata- 700153, (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors, legal representatives, administrators and assigns) hereinafter called and referred to as the **FIRST PART.**

-AND-

SANJAY ROY (PAN- AMNPR8424J) S/o- Shanti Roy, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at Laskarpur, RabindraNagar, P.O.- Laskarpur, P.S.- Narendrapur, Kolkata- 700153, (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors, legal representatives, administrators and assigns) hereinafter called and referred to as the **SECOND PART.**

-AND-

BISHU MANNA (PAN- ATBPM1754F) S/o- Lt. Srikanta Manna, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at 2, Ballygunge Place East, P.O.- Ballygunge, P.S.- Gariahat, Kolkata- 700019, (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors, legal representatives, administrators and assigns) hereinafter called and referred to as the **THIRD PART.**

SUBHADIP SARKAR (PAN- GNYPS5392J) S/o- Kartick Chandra Sarkar, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at Ramkrishna Nagar, Rajpur Sonarpur (M), P.O.- Laskarpur, P.S.- Narendrapur, Kolkata- 700153, (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors,

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-AND-



legal representatives, administrators and assigns) hereinafter called and referred to as the **FOURTH PART**.

WHEARAS the parties of the all parts herein are very well known to each other and were in a thought to start a business of their own after mutual discussion among themselves they have agreed and decided to start a Partnership Business under the following terms, conditions, stipulations and provisions.

NOW THIS DEED OF PARTNERSHIP WITNESSETH FOLLOWS:-

1. NAME:-

That the Partnership Business shall be carried on under the name and style of **"M/S SWASTIK CONSTRUCTION"** (PAN- AETFS8896M) which may be changed from time to time by virtue of mutual decision of the parties in writing.

2. OFFICE:-

That the office of the business at present shall be Kalitala, Laskarpur, P.O.- Laskarpur, P.S.- Bansdroni, Kolkata- 700153 which may be changed in future and/or may have other branch/s at any other place or places as the parties will mutually decide from time to time in writing.

3. CONSTITUTION:-

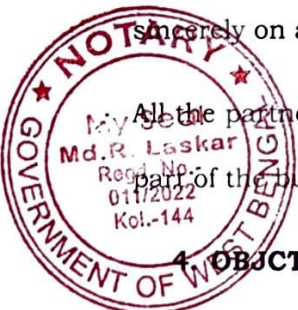
That the parties are hereby mutually and voluntarily entering into this partnership business and the partners shall run the business faithfully and sincerely on and from the date of execution and registration of this document.

All the partners however will stand responsible for any kind of liabilities on the part of the business i.e.- M/S Swastik Construction.

4. OBJECTIVE OF BUSINESS:-

That the partnership firm shall carry out its business of development and promotion of the land and civil contractor, supervising and management of development of building, dealing with the land in whatsoever manner collaboration and construction of building owned by others and/or purchase

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land and/or with building and of similar nature of works business, i.e. construction of new building, under the name and style of M/S Swastik Construction.

5. DURATION:-

The parties have decided to continue the partnership without having any fixed duration, i.e.- Partnership at will with the option to dissolve the partnership anytime on the basis of their mutual decision.

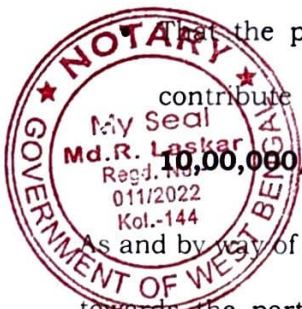
6. COMMENCEMENT:-

That the date of commencement of the partnership business shall be considered on and from the date of execution and registration of this document.

7. CAPITAL:-

- That the party of the First Part herein i.e.- **BHASKAR PAL** will contribute to the partnership business primarily a sum of **Rs. 10,00,000/-** (Rupees Ten lacs) only.
- That the party of the First Part herein i.e.- **SANJAY ROY** will contribute to the partnership business primarily a sum of **Rs. 10,00,000/-** (Rupees Ten lacs) only.
- That the party of the First Part herein i.e.- **BISHU MANNA** will contribute to the partnership business primarily a sum of **Rs. 10,00,000/-** (Rupees Ten lacs) only.

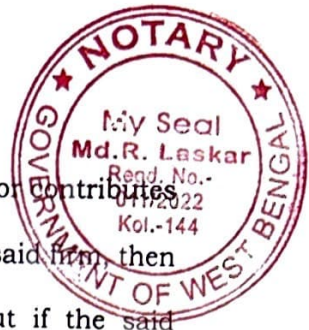
"A"



That the party of the First Part herein i.e.- **SUBHADIP SARKAR** will contribute to the partnership business primarily a sum of **Rs. 10,00,000/-** (Rupees Ten lacs) only.

As and by way of present/ primary capital and all of them will working partners towards the partnership business and will have the responsibilities and/or liabilities towards the operation of the day to day business of the partnership firm. The capital so introduced by the partners shall not carry any interest.

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At any point of time in future, if any of the partners invests and/ or contributes any further amount for requirement to increase the capital of the said firm, then the same must be equally contributed by all the partners but if the said contribution is made by the partners in-equal ratio then the ratio towards sharing the profit or loss will be changed on the basis of their mutual decision or as per the investment.

8. REMUNERATION:-

That each of the partners hereto shall remuneration/ salary from the partnership business as per the mutual decision of all the partners and will have the option to increase or decrease the same in future as shall be mutually decided or settled by the partners in writing, subject to total quantum of remuneration paid to all the working partners must be within the limit specified in the Income Tax Act, 1961.

9. ALLOWANCES:-

That the partners may have travelling allowances, daily allowances, medical allowances, bonus, incentives, insurance, premium, etc. from the said partnership business on the basis of the future decision by the partners in writing.

10. DRAWINGS:-

That the partners hereto shall be entitled to drawings from the partnership business with the option to revise the same in future, but the same must be according to the purview of the Partnership Act and also Income Tax Act.



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Be it noted that the partnership firm shall have the liberty to take loan from any Public/ Private Financial Bodies or any other Govt. Financial Bodies with the written consent of all the partners.

12. OPERATION AND BUSINESS:-



That all the parties of the partnership business shall be working partners and generally have all the responsibilities and/or liabilities towards the operation of the day to day business of the partnership firm

It is also to be mentioned here that all the partners shall be authorized signatory.

13. BOOKS OF ACCOUNTS:-

That the day to day income and expenditure should be noted down by the Partner/s themselves or any other person/s may be employed for the same, but final accounts must be prepared and/or maintained by any competent person/s or firm, engaged by the partners in writing, for the purpose of safe guarding its interest. And the proper Books of Accounts of the partnership shall be regularly maintained and proper Profit and Loss for the year shall be determined and apportioned between the partners and accounts of the partners shall be adjusted and balance-sheet showing correct financial position of the firm in respect of its asset and liabilities shall be prepared and laid before the partners. The necessary Books of Accounts must be kept at the office of the Partnership Firm (except in case when engaged account requires those for accounting purpose) and all the partners shall be at liberty to inspect and to take extract thereof.

14. ACCOUNTING YEAR

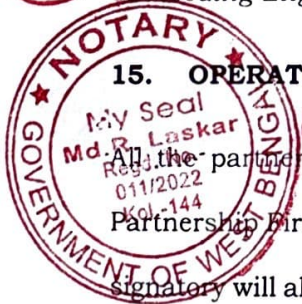
The accounting year of the partnership firm shall run from the 01st day of April of a year and the accounts of the firm shall close of the last day of March of the succeeding English Calendar year.

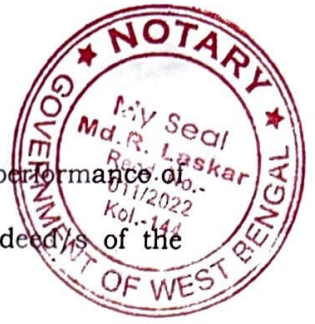
15. OPERATION OF BANK ACCOUNT:-

All the partners will be eligible to open Bank Account/s in the name of the Partnership firm at any nationalized/ private bank or banks and the authorized signatory will all the partners, including issuing of cheque/s of any amount. (this may be altered by the partners as agreed mutually from time to time in writing).

16. RIGHTS AND DUTIES:-

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All the partners shall be diligent, faithful and involved towards performance of their respective part in respect of any type of act/s and/or deeds of the partnership business.

The partners shall punctually pay and discharge their separate debts and liabilities and shall indemnify and keep indemnified the firm effectually against the same.

All resolutions with regard to the work of the partnership firm should be taken at the office of the partnership firm in presence of all the partners and should be in writing.

After deducting the charges of depreciation, interest on loan (if any) establishment/ overhead charges, all types of payable taxes and other outgoings as herein above provided or may be incorporated herein after from the gross profit/ loss, the calculation of the net profit/ loss should be ascertained, as the case may be.

At present:-

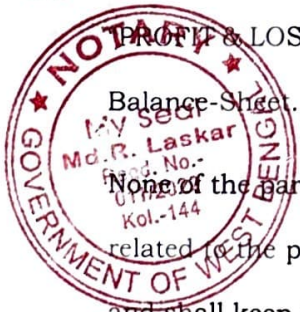
- FIRST PART will Share:- 25%
- SECOND PART will Share:- 25%
- THIRD PART will Share:- 25%
- FOURTH PART will Share:- 25%

“A” Of the profit or loss in the business, subject to the alteration to be made as agreed by the partners mutually, from time to time, in writing. Here the term

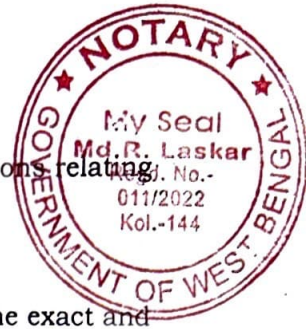
“PROFIT & LOSS” means the net profit or the net loss after working out the yearly

Balance-Sheet.

None of the partners shall have any right to create charge in respect of anything related to the partnership business with regard to personal debts and liabilities and shall keep the firm effectually indemnified against the same.



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Each of the partners must faithful to other partners in all transactions relating to the partnership firm and it's business.

Each of the partners, at all times must give to the other partners, the exact and faithful account of everything done and/or performed and also upon every reasonable request must furnish correct explanation thereof. None of the partners will be eligible and/or empowered to act singularly in any case or matter in relation with the partnership business unless he or they will be specifically empowered the others in writing.

None of the partners shall have any right to open or start any business with the name and style of "M/S SWASTIK CONSTRUCTION".

17. EACH OF THE PARTNERS SHALL:-

Be just and faithful to the clients/ customers in all transactions relating to the partnership firm and its business.

At all-time give to the clients/ customers exact and faithful account of everything done and/ or performed and also open every reasonable request must furnish correct explanation thereof, must not supply and secret (information, practice, etc.) of the partnership business.

18. THAT NO PARTNER SHALL WITHOUT CONSENT OF THE OTHER PARTNERS:-

Introduce a new partner and/or transfer his/her share of the partnership business to any outsider.

Discharge any debtor.

Do any other act and/or thing which may be detrimental to the interest of the partnership business.

19. ALTERATION/ ADDITION:-

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Any of the terms and conditions, as set forth herein-above or herein-after may be varied, altered, added or expunged on the basis of the mutual consent of all the partners, to be decided from time to time in writing.

20. RETIREMENT/ REMOVAL OF PARTNER:-

In case of retirement or removal of any partner from the partnership firm, the other remaining partners can continue the partnership business and if only one partner remains in the said partnership firm, then the remaining partners may continue the business as partnership business, after adjusting all the dues of the retiring partner and in that case the retiring partner will not raise any further or other claim and/or demand on any account whatsoever.

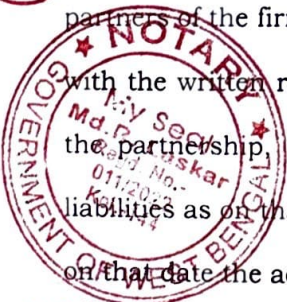
In case of retirement/ removal of any partner, atleast serving 60 (sixty) days notice to/by the other partner will become statutory.

It is further to be mentioned here any partner may be expelled from the partnership after giving him/ her the opportunity to explain his/ her conduct or allegations against him/ her or them as regards fraudulent conduct, misappropriation, manipulation of accounts, making secret profits or carrying on some other business in the same and style of that of the above named:- "M/S SWASTIK CONSTRUCTION" or utilizing the know- how and the particulars of customers of the firm.

21. DISSOLUTION:-

This partnership shall be the partnership at will and remain in force till the partners of the firm want to continue and the partnership can only be dissolved with the written resolution taken by all partners. And in case of dissolution of the partnership, the account of the firm will be set-off and the assets and liabilities as on that date will be valued and after calculation of the accounts as on that date the accounts of the partners will be settled.

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It is to be specifically mentioned here that if any of the partners at the time present condition, desires to retire from the said business then he or she has to furnish atleast 60 (sixty) days prior notice upon the other partners.



22. DEATH:-

In case of death of any of the partner, the legal heir/s of the deceased partner/s shall nominate in writing one of the heirs to be taken as the partner into the said firm in place of the deceased partner in respect of his/her share which will be accepted by the remaining partner of the business. And after the death of two or three partners, if none of the heirs of the deceased partners become willing to take part in the partnership business then the other partner may continue the said partnership business as Sole Proprietorship business, after setting-off the accounts.

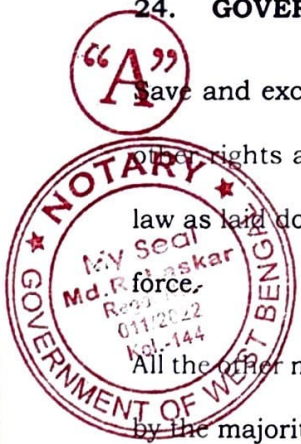
23. ARBITRATION:-

In case of any dispute and differences, relating to the partnership business, the partners may appoint neutral persons to be an Arbitrator to settle the points dispute among the partners or each of them can appoint an Arbitrator and such Arbitrators shall jointly appoint an Umpire for the final award and such award passed by the said Umpire shall be binding upon all the partners.

24. GOVERNING:-

Save and except the aforesaid terms and conditions herein above provided, all other rights and liabilities of the partners shall be governed by the principle of law as laid down in the Indian Partnership Act, 1932 or any other related Act in force.

All the other matters for which no provision is made in this deed, shall be decided by the majority of the partners.



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IN WITNESS WHEREOF the parties have set and subscribed their respective hands and seal on the day, month and year first above written after going through the contents hereof, understanding the meaning of the same and realizing the results thereof.

In the presence of :-

1.

Bhaskar Pal

SIGNATURE OF FIRST PART

Sanjay Roy

SIGNATURE OF SECOND PART

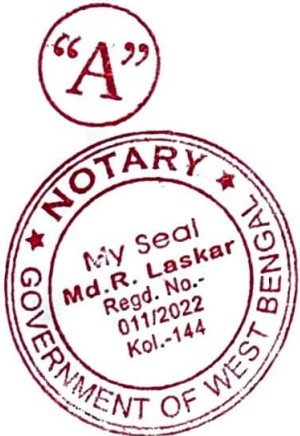
2.

Bisnu Manna

SIGNATURE OF THIRD PART

Subhadip Sankar

SIGNATURE OF FOURTH PART



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Signature Attested
On Identification

MD. RAFI UDDIN LASKAR
NOTARY
Baruipur Civil & Criminal Court
Regd. No.- 011/2022
Govt. of West Bengal

Identified by me

Tinkaraj Chaudhary
Advocate



09 NOV 2022



Notarial Certificate

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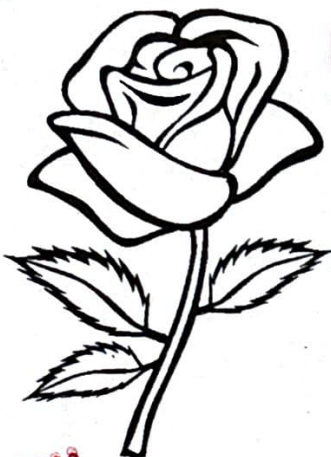
on this.....day of

'Paper Writting A'
&
*the Relative Notarial
Certificate*



Md. Rafiuddin Laskar

B.A, LL.B
ADVOCATE



&

NOTARY PUBLIC

BARUIPUR CIVIL & CRIMINAL COURT

BARUIPUR SUBDIVISION

Dist. SOUTH 24 PGS.

Mobile : 9339838252

MD. RAFIUDDIN LASKAR
NOTARY

Baruipur Civil & Criminal Court
Regd. No.- 011/2022
Govt. of West Bengal

Md. Rafiuddin Laskar

Notary

Govt. of West Bengal
Regd. No. 011 / 2022



A D D R E S S

OFFICE :

Baruipur Civil
Criminal Court
Mob. : 9339838252
E-mail : 933rafi@gmail.com

RESIDENCE & CHAMBER :

Vill : Madarat Battala
P.O. : Madarat,
P.S. : Baruipur,
Dist. : South 24 Pgs.
Mobile No. : 9339838252
E-mail : 933rafi@gmail.com



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