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SL. No.

D. TAZAMMUL HUSSAIN
M. A. LLB., Advocate
NOTARY CALCUTTA

Chamber
12, Haji Md. Mohsin Square
Calcutta-700 016
Phone : 244-5007



NOTARIAL CERTIFICATE

ALL TO WHOM THESE PRESENTS shall come, I, MD. TAZAMMUL HUSSAIN appointed as a NOTARY by the Govt. of West Bengal to practice within the of Calcutta, Union of India do here by certify authenticate attest as under the tion of the instrument annexed hereto collectively marked "A" on its being ted, admitted and identified by the respective signatures as to the matter ined therein, presented before me by the executants :

*Deed of Partnership is made between
(MS) Sushila Devi Bagji datta Boudhend Road,
Ground Floor, Kolkata and others.
as mentioned in the original documents
annexed herewith.*

ed to as the Executants on this the 8 MAY 2018

nts having admitted the Execution of the paper, writing "A" and being d as to the identify of the Executants I have attested IN FAITH AND MONY WHEREOF, I the said Notary have hereunto subscribed by name and affixed my seal of office on this the 8 MAY 2018
day of



MD. TAZAMMUL HUSSAIN
NOTARY
(GOVT. OF WEST BENGAL)
Regd. No. 22/1996
City Civil Court's Bar Association
(2nd Floor) Seat No. 193, Calcutta-700 001

Rimoy Kumar Ghosh
SKB Properties
Partner

SKB Properties
Dor
Partner

SKB Properties
Sushila Devi Bagji

Partner

ANNEXURE "A"



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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made this 2th day of May
Two Thousand and Eighteen (2018)

BMS

Sushila Debnath

23 MAY 2018

Brijraj Kumar Ghuman
Partner

SKB Properties
Partner
Sushila Debnath
SKB Properties
Partner

10503

05 MAY 2016

Sl. No.....Date.....

Name.....

Add.....

AMT.....

Sushila Devi Bajaj

27A, Rowad Road

10120

SOUMITRA CHANDA
Licensed Stamp Vendor
8/2, K. S. Roy Road, Kol-1

SKB Properties

Binaoj Kumar Ghosh
Partner

SKB Properties

[Signature]

Partner

SKB Properties

Sushila Devi Bajaj

Partner

BETWEEN

(1) **(MS.) SUSHILA DEVI BAJAJ** wife of Mr. (Late) Keshav Prasad Bajaj at present residing at No. 27A Rowland Road, Ground Floor, Kolkata – 700 020 (having Income Tax Permanent Account Number AIZPB 0380P), hereinafter called the party hereto of the **FIRST PART** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns),

(2) **(MS.) KHUSHBOO SHAH** wife of Mr. Apurva Shah at present residing at 20/1 Richie Road, P.O. Ballygunge, Kolkata – 700 019 (having Income Tax Permanent Account Number ARDPB 8525D), hereinafter called the party hereto of the **SECOND PART** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns), **AND**

(3) **(MR.) BINOD KUMAR SHARMA**, son of Mr. (Late) Bisheswar Lal Sharma at present residing at 68/2, Harish Mukherjee Road, Kolkata – 700 025 (having Income Tax Permanent Account Number AVGPS 1206B), hereinafter called the party hereto of the **THIRD PART** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns),



SKB Properties

Binod Kumar Sharma
Partner

SKB Properties

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Partner

SKB Properties

Sushila Devi Bajaj
Partner

WHEREAS the parties hereto have agreed to carry on the business as described hereinafter, in co-partnership under the name and style of **SKB PROPERTIES** (hereinafter referred to as the "**FIRM**" and/or "**PARTNERSHIP**").

AND WHEREAS it has been agreed to put on record in writing the terms and conditions of the said Partnership being these presents.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO as follows:

1. The parties hereto have agreed to carry on business in co-partnership under the name and style as "**SKB PROPERTIES**". The Partnership business may be carried on under such other name or names and/or style or styles as may be mutually decided between the parties hereto from time to time.
2. The place of business of the Partnership for the time being shall be situated at "**Chandrasekhar - II**", **27A Rowland Road, Ground Floor, Kolkata - 700 020**. The place of business may be shifted to such other place or places as may be mutually decided between the parties hereto from time to time. The parties hereto shall have liberty to open branch or branches under the name and style of the Firm at any other place or places as may be mutually decided between the parties hereto from time to time and also to close such branch or branches as may be decided.



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SKB Properties
Bimal Kumar Ghosh
Partner

SKB Properties
D. J.
Partner

SKB Properties
Susmita Debisita
Partner

3. The Partnership shall be deemed to have commenced on and from 01st April, 2018 and shall continue at the will of the parties hereto.
4. The business of the Partnership shall be mainly dealing in immovable properties and in particular development and promotion of Real Estate, Leasing, Renting, Hiring, Repairing / Maintenance of Residential and/or Commercial Building(s) / Complex(s), and other incidental / ancillary line of activities related and/or connected with the said Business. The parties shall be at liberty to commence any other business or businesses of any kind as may be agreed upon between the parties from time to time.
5. The bankers of the said Partnership Firm shall be such Bank or Banks as may be decided from time to time. The Bank account or accounts of the Partnership Firm shall be opened jointly by the parties hereto, and until otherwise agreed by and between the parties the Bank Account or Accounts shall be operated under the joint Signatures of any two partners.
6. The initial Capital of the Partnership shall be Rs. 9,00,000/= (Rupees Nine Lac) only contributed by the partners in equal proportion.
- 6.1 Apart from initial capital if further capital is required for the purpose of carrying on the business of the Partnership the same shall be contributed and/or arranged by the Partners in proportion to their profit/loss sharing ratio or in such other manner as may be decided by them from time to time. Interest shall be payable at the rate of 9% (nine percent) per annum on the Capital so contributed and/or



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Partner

SKB Properties
Partner
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Sushiladevini
Partner

MEMORANDUM

arranged by the partners. The aforesaid rate of interest may be increased and/or decreased or waived by the mutual consent of the parties hereto from time to time.

7. The Partners may draw such sum or sums from the Partnership as be mutually agreed upon and the sum so drawn shall be debited to their respective account. Interest shall be charged on such drawings at the rate of 9% (nine percent) per annum. The aforesaid rate of interest may be increased and/or decreased or waived with the mutual consent of the parties hereto from time to time.

8. All the parties hereto shall be jointly and severally work for the business and shall look after the business and manage day to day affairs of the partnership. The parties shall mutually decide the remuneration and other facilities or perquisites to be paid to the partners from time to time and the same shall only be made out of the earnings of the Partnership business and not out of the Capital contribution or Borrowings (if any).

9. The Profits or Losses, including loss of capital, if any, of the Partnership shall be shared and borne by the parties hereto in equal proportion 1/3rd each.

10. All the parties hereto may appear, act jointly and/or severally for and/or on behalf of the Partnership Firm before any Government, Semi-Government Department or body or institution, Public or Private Bodies, Companies, Firms, Societies, Corporation Office, Treasury Office and/or other third parties including clients.



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Bimoj Summer Shuman
Partner

SKB Properties
Partner
SKB Properties
Susmita Debbar
Partner

11. That the parties hereto only by and with the mutual consent do such acts and other thing as are incidental or conducive to the business of partnership.
12. That the parties by express mutual consent may borrow funds for the purpose of business of the Partnership from individuals, firms, companies, Bank or Banks, financial institutions, Government, Semi-Government Bodies or Corporations, on such terms and conditions and with or without securities as the parties may decide for the benefits and need of the Partnership.
13. Proper Books of Account shall be kept by the Partnership Firm and transactions as are usually written and entered in the books of account kept by persons engaged in concerns of the similar nature shall be regularly written and entered therein and all such books together with all securities, title deeds, letters documents and other things concerning the Partnership shall be kept at the principal place of business of the Firm and each of the partners shall have free access thereto and to inspect, examine and take copies and/or extracts thereof.
14. That the accounting period of the Partnership shall be the financial year i.e. from 1st April to 31st March of each English Calendar year. The accounts of the first year shall be closed on 31st March, 2019. On closing of the annual accounts every year, Annual Financial Statements shall be prepared in accordance with the generally accepted accounting principles. The net profit/loss so arrived shall be allocated amongst the parties hereto in proportion mentioned hereinbefore.



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Bijoy Kumar Ghosh
Partner

SKB Properties

[Signature]
Partner

SKB Properties

Susila Debi
Partner

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15. Neither of the parties hereto, in their capacity as partners of the Firm, shall without the consent of the other parties.

- i) Admit any liability of the Firm except in the normal course of business with mutual consultations.
- ii) Submit any dispute with any other person to arbitration.
- iii) Acquire and dispose of any moveable or immovable properties of the Firm except in the normal course of business with mutual consultations.
- iv) Enter into any Partnership or understanding with any other person binding the Partnership Firm as constituent hereof.
- v) Give any surety for any person.
- vi) Assign or transfer his/her share or interest in the Firm.
- vii) Admit any other person as partner in the Firm.
- viii) To deal with any person to whom the other partners may have forbidden to trust or deal.
- ix) Lend any of the moneys and deliver upon credit any of the goods of the Firm to any person or persons whom the other partners shall have previously forbidden him to Trust.



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Bimal Kumar Sharma
Partner

SKB Properties

Sushil
Partner

SKB Properties

Sushil Deb
Partner

- x) Give any securities or promises for payment of money on account of the Firm except in the normal course of business.
- xi) Enter into any bond or become bailee or surety for any person.
- xii) Knowingly cause or suffer to be done anything whereby the Partnership property may be endangered.
- xiii) Sign and execute any deed, instrument, agreement or other document in respect of any property or properties of the Partnership except in the normal course of business.
- xiv) Create any mortgage or charge on his/her share in the Firm.
- xv) Draw, accept or endorse any bill of exchange or promissory notes on account of the Firm save and except in the normal course of business.

15.1 If any of the partners hereto commits any breach of any of the stipulations contained hereinabove the other party shall remain indemnified for all losses damages costs claims demands consequences on account thereof in addition to other consequences including dissolution of the Partnership.

16. MUTUAL RIGHTS AND OBLIGATIONS OF PARTNERS:

- a) Each of the Parties hereto shall be entitled to carry on their own, separate and independent business, which may be similar in nature to that of the Partnership's business as hitherto they



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Partner

SKB Properties

Partner
SKB Properties
Suzi Indirini
Partner

might be doing or they may hereafter do as they deem fit and proper and the other partners shall have no objection thereto;

b) The Partners shall to the best of their abilities carry on the business of the Firm for the interest and advantage of the Firm and do all such things as may be required and/or deemed fit to protect the properties and assets of the Firm;

c) Each partner shall punctually pay his/her separate debts, including taxes;

d) Each Partner shall pay all money, cheques and negotiable instruments received by her in the account of the Firm and issue or get issued the proper receipt for the same from whom the payment is required;

e) Every Partner either in-person and/or through his/her representative/nominee/attorney has a right to have access to and to inspect the Books of Accounts and all other records of the Partnership;

f) Each partner shall be just and faithful to the other partners in all transactions relating to the Firm and shall render true accounts and full information of all things affecting the Firm to other partners or their authorized person / nominees / legal representatives;



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SKB Properties

Binoi Kumar Ghosh
Partner

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Partner

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Susmita Devi Sin
Partner

- g) Every partner shall disclose and be accountable to the Firm for any unauthorized benefit derived by him/her/it for personal gain out of any transaction concerning the Firm;
- h) Each of the Parties ("**Indemnifier**") hereto indemnifies and agree to keep indemnified other Parties and the Firm ("**Indemnified**") of all losses, damages, costs, claims, demands, consequences which may be incurred by the Indemnified, on account of Indemnifier committing any breach of stipulations/covenants contained herein and/or any of the fraud/misconduct done by the Indemnifier during the course of carrying on the business of Firm;
- i) Partners of the Firm shall through mutual consent in writing be entitled to appoint Attorney or Attorneys, either amongst themselves or any outside person, and/or delegate powers to such person or person as the Partners may deem fit and proper for carrying out any of the specified activity or activities connected with and/or related to the business of Firm for ensuring its smooth functioning;
- j) No partner/partners shall commit any act or thing which may have effect of rendering the Firm to be wound up/dissolved;



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[Signature]
 S.D.P.

SKB Properties

Bina's Kumari Ghosh
Partner

SKB Properties

[Signature]
Partner

SKB Properties

Susmita Debnath
Partner

SKB Properties

k) Any of the Partner(s) may be expelled from the Partnership if he/she has been found guilty of carrying activity/business of Partnership with fraudulent purpose.

17. **ADMISSION OF PARTNER:** Any person may be admitted into the Partnership if agreed upon by all the parties hereto in writing beforehand.

17.1 On admission of a partner, the Partnership shall be reconstituted and the terms of such reconstituted Partnership shall be the same as laid down herein save to the extent varied at the option of the partners.

18. **RETIREMENT:** In case any of the partners desire to retire from the said partnership, the same shall be subject to the consent of the other partner and simultaneous induction of new partner(s) so that the Partnership can be continued. In that event the partner willing to retire have to give thirty days clear notice in writing to the other partners and on receipt of such notice from such retiring partner and/or otherwise as mutually agreed between the parties, the partners shall determine among themselves the sum or sums to be paid to the retiring partner, by preparing a profit and loss account up to the date of his retirement, but the retiring partner will not be entitled to any goodwill. The amount falling due to such retiring partner may however be paid in instalments as be agreed. The aforesaid period of notice for retirement may also be waived by mutual consent.



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Bimoy Kumar Ghosh
Partner

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Partner
SKB Properties
Susmi Deb
Partner

19. **DEATH OR INSANITY:** If any partner dies or becomes insane her heirs, successors, survivors, administrators, executors and legal representatives shall forthwith be admitted into the Partnership without dissolving the Partnership **PROVIDED THAT** in the event of such heirs, successors, survivors, administrators, executors and legal representatives being more than one in number, they shall appoint, unless otherwise agreed, one from amongst themselves to be admitted as partner in the firm.

20. **CESSATION OF PARTNERS:** Any Parties hereto ceasing to be a partner of the Partnership in terms hereof does not by itself get discharged from any obligations towards the Partnership or to the other Partners or to any other person which he/she incurred while being a Partners. Moreover, he/she shall do and execute such deed documents in writing as may be required by the remaining Partner(s) for recording and perfecting cessation and carrying on the said business of the Partnership without affecting the right title and interest of the continuing partners.

21. **DISSOLUTION:** The Partnership can be dissolved with the mutual consent of all the partners.

21.1 In case of dissolution for any reason whatsoever the assets of the Partnership shall forthwith be realized and after payment of debts, if any, of the partnership, the balance shall be divided between the partners in proportion to their respective shares in the Partnership **PROVIDED HOWEVER THAT** in case of losses, the partners shall contribute the loss amount in proportion to their respective shares in



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Binoj Kumar Ghosh
Partner

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Partner

the partnership. It is clarified that at the time of such dissolution, the goodwill of the Partnership shall be valued by mutual consent failing which the matter shall be referred for arbitration in terms hereof.

22. **NOTICE TO THE PARTNERS:**

All notices required to be given to any or all of the partners hereunder shall be deemed to be duly served if addressed to such partners at the address mentioned hereinabove or at the changed address as intimated by the concerned partner to the Firm at its principal place of business for the time being and sent by the registered post.

23. **CONFIDENTIALITY:** Each of the Parties undertakes to the other Parties to keep confidential all information (written or oral) concerning the business and affairs of the Partnership or the other Parties that it shall have obtained or received as a result of the discussions leading up to or the entering into or implementation of this Partnership Deed or its association with Partnership save and except under the following circumstances:

- (i) required to be disclosed pursuant to the laws of India; or
- (ii) already in its possession other than as a result of a breach of this Clause; or
- (iii) already in the public domain other than as a result of a breach of this Clause.



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SKB Properties

Binoj Kumar Ghosh
Partner

SKB Properties

Partner

SKB Properties

Susni - Debnath

Partner

24. ALTERATION OF TERMS:

Unless otherwise provided herein, this Partnership Deed cannot be modified, amended, rescinded or waived, in whole or part except by a written instrument signed by all the parties hereto.

25. APPLICABILITY OF PARTNERSHIP ACT:

In all matters not expressly provided for herein, provisions of the Partnership Act, 1932, shall apply; Words expressing singular shall include plural and masculine shall include feminine and vice-versa.

26. SEVERABILITY: This Partnership Deed constitutes the entire understanding/agreement between the parties/partners taking precedence over and superseding any prior or contemporaneous oral or written understanding. The invalidity or unenforceability of any terms or provisions of this Partnership Deed shall not affect the validity or enforceability of the remaining terms and provisions of this Partnership Deed, which shall remain in full force and effect.

27. This Partnership Deed is executed in three parts, all of which shall constitute one and the same instrument. All the parties hereto shall keep each of the said counterparts.

28. DISPUTES / ARBITRATION:

a) All disputes and differences between the parties hereto regarding the construction, scope or effect or any of the terms and conditions herein contained or determination of any liability shall be referred to the sole arbitration of a reputed person as may be



SKB Properties
Binoy Kumar
Partner

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SKB Properties
Partner

SKB Properties
Susmita Devi Sin
Partner

mutually agreed upon by and between the parties hereto and the same will be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any other statutory modification or enactment hereto for the time being in force. The Sole Arbitrator shall have the summary powers and to direct any partner to resign from the said Partnership business without dissolving the said Partnership Firm.

- b) The Sole Arbitrator shall also have the power to direct dissolution of the Partnership Firm.
- c) The Sole Arbitrator shall be entitled to give interim awards and/or directions, as the Sole Arbitrator in his absolute discretion deem fit and proper.
- d) It will not be obligatory on the part of the Sole Arbitrator to give speaking and/or reasoned award.
- e) It will not be obligatory on the part of the Sole Arbitrator to follow the principles laid down under the Indian Evidence Act.

29. Only the High Court at Calcutta shall have the jurisdiction to entertain the matter or dispute if any touching the Partnership that may arise between the parties hereto.



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SKB Properties
Partner

SKB Properties
Partner
SKB Properties
Sushil - Devisin
Partner

ANNEXURE "A"

IN WITNESS WHEREOF the parties hereto have here unto set and subscribed their respective hands and the day month and year first above written.

SIGNED SEALED AND DELIVERED by the parties hereto in Kolkata in the presence of:

Sushila Devi Biji
(SUSHILA DEVI BAJAJ)

[Signature]
(KHUSHBOO SHAH)

[Signature]
(BINOD KUMAR SHARMA)



IDENTIFIED BY ME

[Signature]
ADVOCATE

L.I. (S) Signatures (S) of the Executant attested by me on identification

[Signature]

MD F. HUSSAIN Notary
City Civil Court
Kolkata
Regd. No. 22/96 Govt. of W.B.

SKB Properties

[Signature]
Partner

8 MAY 2018

SKB Properties

[Signature]
SKB Properties Partner

[Signature]
Sushila Devi Biji
Partner

NOTARIAL CERTIFICATE

8 MAY 2018

Dated



SKB Properties
Binoi Kumari Ghosh
Partner

SKB Properties
Susila Devi
Partner

SKB Properties
[Signature]
Partner

MD. TAZAMMUL HUSSAIN
Advocate

NOTARY CALCUTTA
Govt. of West Bengal
Regd. No. 22/1996
Bar Associations

City Civil Court at Calcutta
(2nd Floor) Seat No. 193. Calcutta-700 001
Residence