

SHYAMAL KR. MITRA. M. Com LLB.
Advocate & Notary (Regn. No. 7/94)
Howrah, West Bengal, India

Phone : 2665 2277
Mobile : 9830742543, 8777239411
Place : 15, Sita Nath Bose Lane,
Salkia, Howrah - 711 106
& Howrah Court

Ref. No.....

Date... **23 MAY 2023**

NOTARIAL CERTIFICATE
(PURSUANT TO SEC. 8 OF THE NOTARIES ACT, 1952
(ACT. 53 OF 1952))

TO ALL TO WHOM THESE PRESENTS shall come
I, S. K. Mitra duly appointed by the Governor of W. Bengal
to practice as a NOTARY PUBLIC do hereby verify,
authenticate certify, attest as under the execution of the
instrument annexed here unto collectively marked 'A'
on its being executed, admitted and identified by
the respective signatories as to matters contained therein,
presented before me by the executant (s) his / her
Ld. Lawyer and / or his / her representative (s)
Sri/Smt. Ayan mitra
..... and.....
others. Accordingly, this is to certify authenticate and
attest that the annexed instrument "A" is the Affidavit /
Partnership Deed / Power of Attorney / Agreement / Will/
Declaration/Bond/executed on 23.5.23 by/
Sri/Smt. Mithun Bhadusi
..... & others. Prima
facie the annexed Instrument "A" appears to be in the usual
procedure to serve and avail as needs or occasions shall or
may require for the same and it contains..... to
..... 17 Pages

IN FAITH AND TESTIMONY WHERE OF being required
for NOTARY I, the Said Notary do hereby subscribe my
hand and affix my Seal of office at Howrah on this
the..... 23rd day of..... may in the
year..... 2023
Signature (s) L.T.I.

23 MAY 2023

Shy
23.5.2023.

Shymal Kr. Mitra
NOTARY PUBLIC



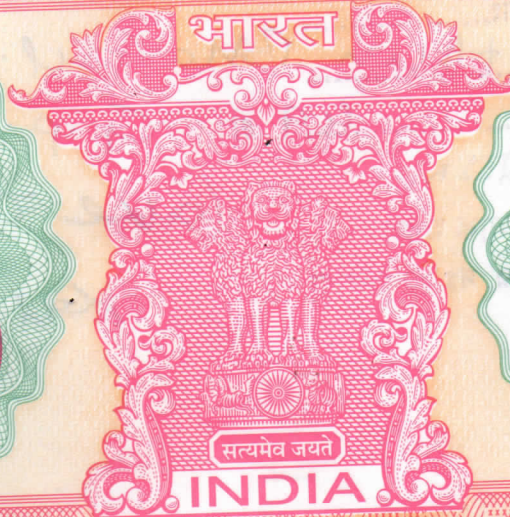
NOTARY STAMP
Affixed / Not affixed

SL No. E-1099/2023

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भारतीय गैर न्यायिक

पचास
रुपये
रु. 50



FIFTY
RUPEES
Rs. 50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AF 488280

BEFORE THE NOTARY PUBLIC
HOWRAH

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made this the 23rd May, 2023

BETWEEN,

(1) **MITHUN BHADURI**, son of LATE Kanai Bhaduri, by Religion Hindu, by Occupation Businessman, of 49A, Gobinda Pur Road, Lake Gardens S.O., Pin - 700045, Kolkata in the state of West Bengal, having PAN - BMKPB8860N and having AADHAAR No. - 7956-7822-4321 hereinafter referred to as the party hereto of the **FIRST PART** (which terms or expression shall unless otherwise

Mithun Bhaduri

A. K. Choudhury

A. M.



23 MAY 2023



কলকুতিসিয়াল স্ট্যাম্প মূল্য ৳: ০০ টাকা 9 MAY 2023

ক্রমিক নং ১৬৭৯ ভাঃ

নাম Mitlu Bhadrul.

ঠিকানা ৫৭ A. T.P. Rd,

স্ট্যাম্প দেবার - শ্রী অলোক মণ্ডল

৬৫৫৬৫৫৫৫

মোকাম- এ.ডি.এস.আর ঘাটেশ্বর, দঃ ২৪ পরগণা

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WEST BENGAL

NOTARY PUBLIC

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP...

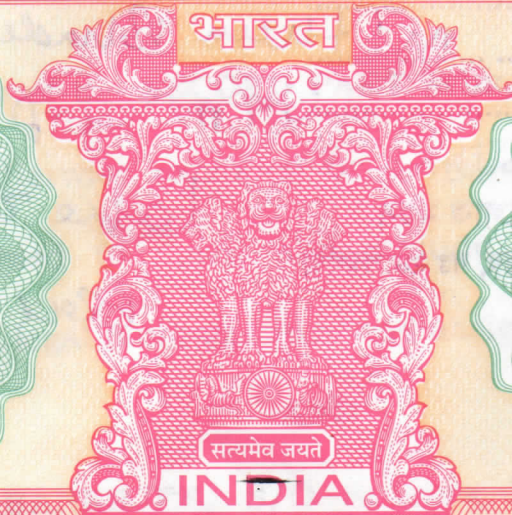
BETWEEN

(1) MITHU BHADRUL son of LATE KANTI BHADRUL of Religion Hindu residing at 49A, Gariahat Road, Kolkata-700014 and (2) SANKU KARMAKAR son of SANKU KARMAKAR residing at 49A, Gariahat Road, Kolkata-700014 and having PAN - BMRPSSON and having Aadhaar No. 7820-4321-4321 hereby entered into an agreement as the partners of the firm...

A

भारतीय गैर न्यायिक

पचास
रुपये
रु. 50



FIFTY
RUPEES
Rs. 50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AF 488281

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excluded by or repugnant to the context hereof be deemed to mean and include his heirs, executors, administrators, legal representative and assignees)

AND

(2) **SUBHASISH ROY CHOWDHURY**, S/O of Dilip Kumar Roy Chowdhury, by Religion Hindu, by Occupation Businessman, of 38, Tarun Sengupta Sarani, Kolkata - 700079, P.S. - Gorabazar, P.O. - Itagacha, in the state of West Bengal, having PAN - AICPR2563D and having AADHAAR No.3824-3932-1275, hereinafter referred to as



Mitun Bhaduri

for handover

St. 1

23 MAY 2023



কলকাতাসিয়ারাল স্ট্যাম্প মূল্য ৩০.০০ টাকা 19 MAY 2023

ক্রমিক নং ১৭০০ জাঃ

নাম Mithun Bhadani

ঠিকানা ৬৭A - T.P. Rd -

স্বাক্ষর

স্ট্যাম্প ভেগার - শ্রী অলোক মণ্ডল

মোকাম - এ.ডি.এস.আর ঘাটেশ্বর, দঃ ২৪ পরগণা

Label Transfer -

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AF 185581

INDIA POST OFFICE WEST BENGAL

যদি কোন অংশের ক্ষতি বা পরিবর্তন ঘটেছে তবে এটি বাতিল।
এই স্ট্যাম্পের মূল্য ৩০.০০ টাকা।
ক্রমিক নং ১৭০০।
নাম Mithun Bhadani।
ঠিকানা ৬৭A - T.P. Rd -
স্বাক্ষর।
স্ট্যাম্প ভেগার - শ্রী অলোক মণ্ডল।
মোকাম - এ.ডি.এস.আর ঘাটেশ্বর, দঃ ২৪ পরগণা।
Label Transfer -
৬৭A-45।



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the party hereto of the **SECOND PART** (which terms or expression shall unless otherwise excluded by or repugnant to the context hereof be deemed to mean and include his heirs, executors, administrators, legal representative and assignees)

AND

3) SOURISH BANERJEE, S/O Subrata Banerjee, by Religion Hindu, by Occupation Businessman, of Greenfield Heights Suktara, Flat 2A, 2nd Floor, Action Area I, DJ Block, Newtown, Kolkata - 700156, P.S. - Kolkata Leather Complex, P.O. - Newtown in the state of West Bengal, having PAN - ANLPB2876R and having AADHAAR No. - 8413-1955-1323 hereinafter referred to as the party hereto of the **THIRD PART** (which terms or expression shall unless otherwise excluded by or repugnant to the context hereof be deemed to mean and include his heirs, executors, administrators, legal representative and assignees)

WHEREAS the aforesaid three parties are desirous of starting a business in Partnership in the line of BROKING, CONSULTANCY, ADVISORY, REAL ESTATE AGENCY, CAPITAL MARKETS AND OTHER RELATED BUSINESS inside the country and abroad and also in such other lines under the name and style of **M/S. Akerage Realty Management & Advisory LLP** having its head office at 22, Netaji Subhas Road, Kolkata - 700001, Post Office - GPO, Police Station - Hare Street, Pin - 700001, in the state of West Bengal.

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K. Mitra
S. Mitra



23 MAY 2023

AND WHEREAS all the parties hereto have agreed to enter into the business as partners on and from the 23rd May, 2023.

AND WHEREAS in order to avoid all future disputes and differences all the parties hereto have agreed and decided to keep all the terms and conditions of this partnership in writing.

NOW THIS PARTNERSHIP DEED WITNESSETH that the parties hereto do hereby mutually agree to have become partners and continue the said partnership between them under the terms and conditions set forth hereunder: -

1. That the partnership shall be deemed to have been commenced from the 23rd May, 2023 and shall continue to be carried on until otherwise determined by the partners mutually.

2. That the partnership business shall be deemed to have commenced and shall be carried on under the name and style of **M/S. Akerage Realty Management & Advisory LLP** and/or such other name or names as the partners may mutually agree and decide from time to time.

3. That the business of the partnership Firm shall be carried on at head office at 22, Netaji Subhas Road, Kolkata - 700001, Post Office - GPO, Police Station - Hare Street, Pin - 700102 and/or at



M: Anu Bhattacharya

A. K. Choudhury

S. K. Choudhury

23 MAY 2023



such other place or places as the partners may mutually agree and decide from time to time. The above mention Head Office i.e. 22 Netaji Subhash Road, Kolkata – 700001, is take on rent from the Building owner Basundhara Tower Pvt. Ltd.

4. That the business of partnership Firm shall be of BROKING, CONSULTANCY, ADVISORY, REAL ESTATE AGENCY, CAPITAL MARKET Sand any other business which the parties hereto deem fit and start and enter into any other business which is agreed by the parties hereto from time to time.

5.(a) That the **Initial Capital** of the firm shall be the sum of money as mentioned herein below and for that purpose appear in the books of the firm to the credit of each of the parties hereof and that if any time or times any additional capital be considered by the parties hereof necessary and/or expedient for carrying on the business of the firm and the said additional capital shall, unless otherwise agreed to by the parties hereof in the proportions in which they are entitled to participate in the net profits of the firm.

<u>NAME</u>	<u>AMOUNT (Rs.)</u>
i) Mithun Bhaduri	1, 65,000.00
ii) Subhasish Roy Chowdhury	67,500.00
iii) Sourish Banerjee	67,500.00
TOTAL	3,00,000.00



Mithun Bhaduri

Subhasish Roy Chowdhury

Sourish Banerjee

23 MAY 2023

(b) That the **INITIAL CAPITAL** of the firm shall be the sum of money as mentioned herein above and borne **Interest at the rate of 12%** percent per annum or as may be prescribed **under Section 40 (b) of the Income Tax Act, 1961** or any other applicable provisions as may be in force under the Income tax assessment of Partnership firm for the relevant accounting period shall be payable to the Parties on account standing to the credit of the account of the Parties. Such interest shall be calculated and credited to the account of each partner on the opening balance of the However, previous accounting year. in case of loss or lower income, rate of interest can be nil or lower than 12% percent as may be agreed upon by and between the Parties from time to time.

(c) That if the partnership firm requires any additional fund for future expansion and other requirements then the partners may discuss and come to a conclusion for infusion of funds. Initially the partners will be offered to invest in the ratio of their percentage, which if the partners fails to accept then any of the remaining partners may infuse the funds and in return will take additional interest (12% per annum) on the additional sum of money infused from the partnership firm. In case of loss or lower income, rate of interest can be nil or lower than 12% percent as may be agreed upon by and between the Parties from time to time.



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23 MAY 2023



- 6.(a) That the parties hereto of ALL THE PARTS shall act as working partners and shall be entitled to withdraw themselves from acting as working partners at any time with the consent of the First Part.
- (b) That the parties hereto of FIRST to THIRD PARTS shall be entitled to receive salary and/or ALL PARTS are entitled to get commission and/or any other kind of remuneration in whatsoever name called.
- (c) That the parties hereto of FIRST to THIRD PARTS shall be is entitled to get a salary per month which shall be restricted to the maximum amount admissible under the provisions of Section 40(b)(v) of the Income tax Act, 1961 or such other provisions of the said Act or such other Act as may be prevailing from time to time. The Amount of salary to be drawn by the FIRST to THIRD PARTS will be decided in review meeting among the partners from time to time.
- (d) That the party hereto of ANY PART, if he/she so wishes may forego any part of his/her share of such remuneration in favour of either the partnership firm and/or the other part,
- (e) That the 1st part shall make investment during the first year of the partnership firm i.e. 1st April 2023 to 31st March 2024. That after completion of the 1st Year i.e. 31st March



Milam Bhadheri

for handover

23 MAY 2023



2024 the 1st part will be entitled to withdraw his investment from the firm with a interest of 14% Per annum on basis of simple interest.

- (f) That irrespective of capital investment, profits and losses of Partnership (including losses of capital nature, if any) shall be divided/borne amongst the partners as under:-

NAME% OF SHARE

i)	Mithun Bhaduri	55.00 %
ii)	Subhasish Roy Chowdhury	22.50 %
iii)	Sourish Banerjee	22.50 %
	TOTAL	100.00 %

- (g) That the aforesaid Partners enjoyed with the terms and conditions embodied in the said Partnership Deed, for the safety and security of the guard of the said business the Partners, named above, decided amicably that the salary system of the Book Profits of the said business will be occurred and they jointly decided to take and enjoy the salary of the Book Profits after including the provisions of Book Profits according to the provision of the Indian Partnership Act in the said Partnership Deed with the provision hereunder -



Mithun Bhaduri

Subhasish Roy Chowdhury

Sourish Banerjee

23 MAY 2023



The remuneration payable to all the Partners shall be calculated at percentage of Book Profit for each accounting year in the manner after adjustment on Capital Account as mentioned in the Income Tax Rules.

<u>Gross Salary</u>	<u>Share of each Partner</u>
If Book Profit is negative	55% 22.5% 22.5%
Maximum Limit is	Rs. 1,50,000/
If Book Profit is positive	-55% 22.5% 22.5%

7. **BANK ACCOUNT**

That the Banker of the firm shall be any Bank and/ or if necessary, some other account or accounts may be opened with such bank or banks as the Partners mutually agree upon and all such banking account or accounts shall be operated by both the Partners or by their authorized person.

8. **ACCOUNTING PERIOD**

That the books of accounts of the partnership business shall in each year close on 31st March and that the first year as such shall be from 01.04.2023 to 31.3.2024.



ACCOUNTS

That proper books of accounts shall be maintained and kept of the partnership business and of all dealing and

Mithun Bhaduri

for handover

[Signature]

23 MAY 2023



transactions thereof and entries therein, shall be made of all receipts, payments and other matters as are usually done and entered in the books of accounts kept by persons engaged in the business of similar nature.

10. **WARRANTIES**

That each party hereto shall: -

- (a) work for greatest common interest of the partnership and shall not act in a manner harmful or detrimental to the interest of the Firm.
- (b) punctually pay his personal or separate debts and indemnify the other and the partnership firm of the assets thereof against the same and all expenses on account thereof or to be occasioned thereby.
- (c) be just and faithful to each other.
- (d) furnish at all times to the other true and faithful information of all matters relating to the affairs of the partnership business.
- (e) afford every possible assistance and exercise reasonable diligence in the carrying on the business to their mutual advantage.



Mittun Bhaduri

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23 MAY 2023

**11. CONDITIONS**

That none of the parties hereto shall without the written consent of the others except FIRST PART,

- (a) mortgage or charge his/her share in the said partnership business.
- (b) draw, accept or endorse any bill of exchange, cheque, promissory note, on account of the said partnership business except in the usual course of and for the purpose of the business.
- (c) employ any of the goods or effects belonging to the said partnership business or engage the credit thereof in any manner or thing except in the usual course of and for the purpose of the said business.
- (d) lend money or deliver upon credit any of the goods belonging to the said partnership business to any person or persons when the other partner has forbidden him/her to trust.
- (e) enter on behalf of the firm into any wagering contract or any hazardous or speculative undertaking.
- (f) pledge, pawn, assign or otherwise hire the assets and credits of the partnership business for personal or private ends.
- (g) either directly or indirectly engage or be concerned in or interested in any business or undertaking as may be



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competitive repugnant or detrimental to the present partnership business.

- (h) raise any loan for the partnership business provided always that loan shall not be binding on the firm unless it is entered in the books of accounts of the partnership and has been utilised for its purposes. Further no personal loan or liability of any partner shall be binding on the business of the partnership.
- (i) That the 1st part shall make investment during the first year of the partnership firm i.e. 1st April 2023 to 31st March 2024.
- (j) That after completion of the 1st Year i.e. 31st March 2024 the 1st part will be entitled to withdraw his investment from the firm with a interest of 14% Per annum on basis of simple interest.

12. **RESTRICTIONS**

- a. The parties hereto of ALL THE PARTS except FIRST PART are restricted and/or restrained and/or barred from entering into similar business as is being run by this partnership either individually or with anybody else or by entering as director or partner into any company or LLP or partnership doing similar business or by any means whatsoever.
- b. In case a partner/s decide to retire and mutually agrees to resign from his post then the concerned partner/s will be



Mithun Bhaduri

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23 MAY 2023



barred to enter into any such business related to the line of business of the firm **M/S. Akerage Realty Management & Advisory LLP** i.e. BROKING,CONSULTANCY, ADVISORY, REAL ESTATE AGENCY, CAPITAL MARKETS AND OTHER RELATED BUSINESS inside the country and abroad for a period of 3 months from the date of retirement or resignation. However the partner may take consent from the new partners and work in any of the field mentioned above for the barred 3 months.

- c. The parties hereto of ALL THE PARTS except FIRST PART are restricted and/or restrained and/or barred from using credentials built and experience gained by **M/S. Akerage Realty Management & Advisory LLP** since its inception as proprietorship and thereafter through this partnership for any purpose other than the purpose of this partnership without taking consent of parties hereto of ALL THE PARTS. However, if any partners decides to retire or resign or the firm is dissolved then if any of the partner/s wants to use the name similar to the firm Name "**M/S. Akerage Realty Management & Advisory LLP**". Then the partner/s using the name of the firm will have to pay loyalty charges to the partners for consent to use the name similar or same as "**M/S. Akerage Realty Management & Advisory LLP**". The loyalty amount will be decided whenever such situation arises.



Milam Bhaduri

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23 MAY 2023



- d. No partner/s will be allowed to resign or retire wilfully or unwilfully within the first four years of formation or signing of this partnership agreement. i.e. 14th March 2027.

13. **INTRODUCTION OF A NEW PARTNER**

If all partners agree a new Partner may be introduced into the business of the Partnership on such terms and conditions as may be mutually agreed between the Parties to this deed and the new partner.

14. **DEATH**

That the death or retirement of any party hereto during the continuation of the partnership Firm shall not have the effect of dissolving the partnership business, If any partner dies during the continuation of the partnership business the remaining partners shall continue the business. The legal representative or the legal heir of the deceased party may be taken into the partnership under decision of the all the partners.

The capital contributed by the deceased partner and standing to his/her credit in the partnership Firm at the time of his/her death shall be paid to his/her legal representative or his/her heirs at the convenience of the Firm.

15. **DRAWINGS**

That each party hereto may withdraw any amount for his/her personal purpose under mutual decision of all the



Mitran Bhaduri

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23 MAY 2023



parties hereto. Withdrawals made by the party shall be debited to the drawer's personal account which will further be deducted from drawers profit sharing ratio.

16. RETIREMENT

That any partner except FIRST PART desiring to retire from the Firm shall give three month's clear notice in writing to the other partners and to the Firm and on the expiry of the notice period he/she shall be entitled to retire from the Firm and demand his/her share of profit or loss till the date of his/her retirement along with the capital standing to the credit of his/her name. The concerned partner/s will be barred to enter into any such business related to the line of business of the firm **M/S. Akerage Realty Management & Advisory LLP** i.e. BROKING,CONSULTANCY, ADVISORY, REAL ESTATE AGENCY, CAPITAL MARKETS AND OTHER RELATED BUSINESS inside the country and abroad for a period of 3 months from the date of retirement or resignation. However the partner may take consent from the new partners and work in any of the field mentioned above for the barred 3 months.



DISSOLUTION OF PARTNERSHIP

That the Partnership is at will and may be dissolved at any time after 4 years i.e. 14th March 2027 mutually or by giving three month notice in writing by the Outgoing party to the others.

Mittun Bhattacharya

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23 MAY 2023



- (b) That in the case of dissolution of the firm the net realization on the sale of assets shall be distributed amongst the Parties as per their percentage in the firm after meeting the liabilities of the firm which will be divided equally among the partners.

16. ARBITRATORS & UMPIRES

That any dispute relating to the partnership business for its management or the construction of the deed shall be amicably settled unanimously. In the event the parties hereto do not agree unanimously the dispute(s) shall be referred to an arbitrator named by mutual agreement and the award of such arbitrator shall be final and binding on all the parties hereto. In the event of non-agreement upon the appointment of the sole arbitrator the arbitrators shall be appointed by the parties hereto in accordance with and/or subject to the provisions of the Indian Arbitration Act or any statutory notifications hereof for the time being in force. The award of such arbitrators shall be final and binding on all the parties hereto.

17. ALTERATION OF TERMS

That any of the terms and conditions hereinbefore contained not effecting the validity or essence of this partnership may be altered or modified by the First Part exclusively which may be either expressed in writing or enforceable by conduct.

Except as aforesaid, the Partnership shall further abide by the provisions of the Indian Partnership Act. 1932.



Mi Anu Bhaduri

Khandhury

S. K.

23 MAY 2023



IN WITNESS WHEREOF the parties hereto of the FIRST, SECOND AND THIRD PARTS do hereby set and subscribe their respective hands and seal the day, month and year first above written; -

SIGNED, SEALED AND DELIVERED

at Kolkata in the presence of

WITNESSES:

1. Bhabatosh Dey
135 S.K. B. Sarathi
KOL - 700030.

Mithun Bhaduri
(MITHUN BHADURI)
(First Part)

2. Ambarish Chatterjee
21, Sad Gope Para Lane
Baichyabati, Hooghly
Pin - 712222

Subhasish Roychowdhury
(SUBHASISH ROYCHOWDHURY)
(Second Part)

Sourish Banerjee
(SOURISH BANERJEE)
(Third Part)

Identified by me

Ayan Mitra

Advocate



INSTRUMENT 'A' REFERRED TO
IN THE NOTARIAL CERTIFICATE
[Signature]
23.5.2023.
SWYAMAL K.R. MITRA
NOTARY HOWRAH

23 MAY 2023

INSTRUMENT 'A' Date.....
Date of

23 MAY 2023



WITH
NOTARIAL CERTIFICATE



Shyamal Kumar Mitra, M. Com., LL.B.
Advocate & Notary
Howrah District, W.B. (India)
Place : 15, Sitanath Bose Lane,
Salkia, Howrah-711 106
&
Howrah Judges' Court