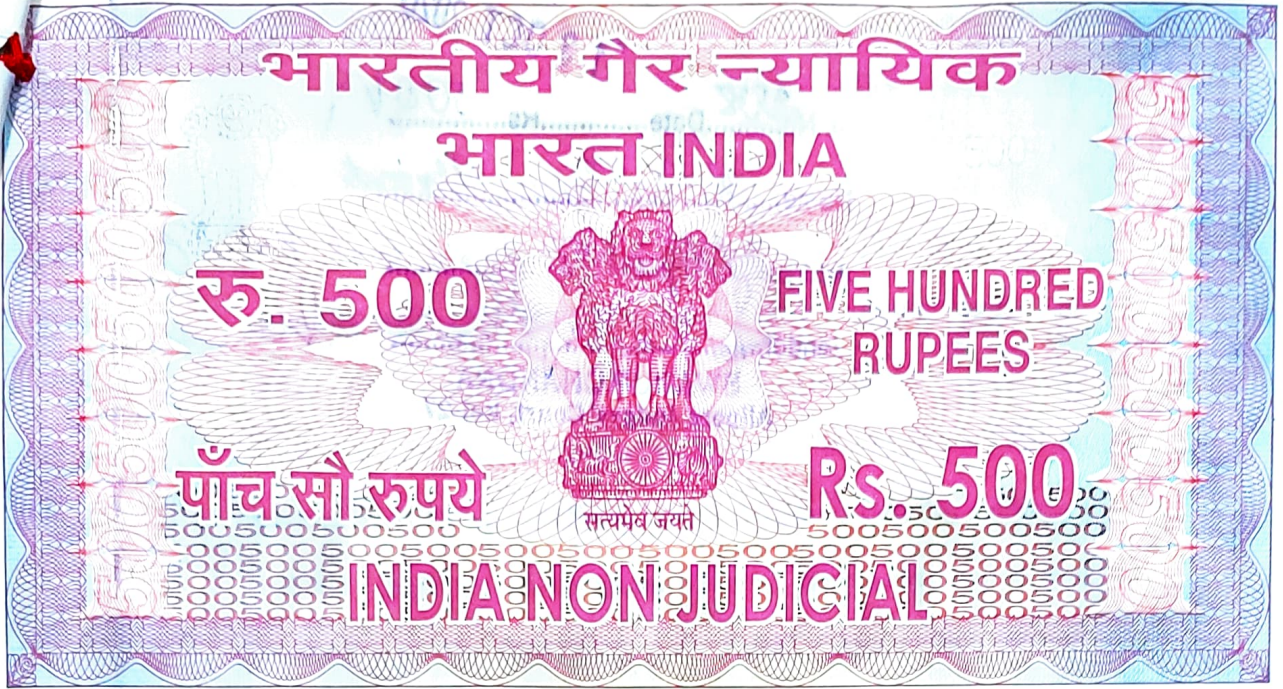


S/L No. 45(98-21)



পশ্চিমবঙ্গ পশ্চিম बंगाल WEST BENGAL

L 473787

BEFORE THE NOTARY
ALIPORE JUDGES COURT
KOLKATA - 700027



DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made on this the *20th* day
of *October*, 2020 (Two Thousand Twenty) ;



09 AUG 2021

13 OCT 2020

SI NO. 2538 Date.....Rs. 500/-

Name.....R. Chatterjee Advocate

Address.....Alipore Judges' Court, Kol-27

Tender.....Swarup Chandra

SWARUP CHANDRA
Alipore Judges' Court, Kol-27

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:-: B E T W E E N :-:

SRI SRIBASH CHATTERJEE, having PAN : ACQPC7929Q, son of Late Dinabandhu Chatterjee, by faith : Hindu, by nationality : Indian, by occupation : Business, residing at 171, Ram Krishna Sarani, Post Office : Behala, Police Station : Behala, Kolkata : 700060, District : 24 Parganas (South), hereinafter called and referred to as “the **PARTNER** of the **FIRST PART** (which term or expression shall unless excluded by or repugnant to the subject of context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

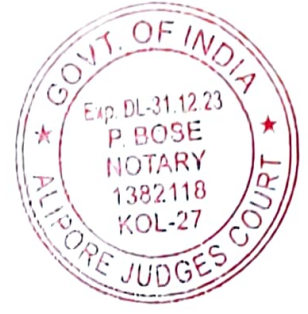
AND

SRI DEBANJAN MITRA, having PAN : BDLPM0881N, son of Sri Prabir Mitra, by faith : Hindu, by nationality : Indian, by occupation : Business, residing at 61, Satyajit Roy Sarani, Post Office : Behala, Police Station : Parnasree, Kolkata : 700060, District : 24 Parganas (South), hereinafter called and referred to as “the **PARTNER** of the **SEFCOND PART** (which term or expression shall unless excluded by or repugnant to the subject of context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.



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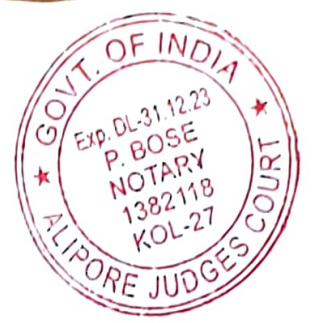
AND

SRI SAIBAL CHATTERJEE, having PAN : AEDPC8259A, son of Nanda Dulal Chatterjee, by faith : Hindu, by nationality : Indian, by occupation : Business, residing at 123/1, Kalipada Mukherjee Road, Post Office : Barisha, Police Station : Haridevpur, Kolkata : 700008, District : 24 Parganas (South), hereinafter called and referred to as "the **PARTNER** of the **THIRD PART** (which term or expression shall unless excluded by or repugnant to the subject of context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

WHEREAS the Parties herein expressed their desire to start a new Business of construction, promoting, developing of land etc. in the name & style of "**CITYHIGH**" at 1/A, Nafar Chandra Das Road, Post Office : Behala, Police Station : Behala, Kolkata : 700034, within the limits of the Kolkata Municipal Corporation, under Ward No.120, District : 24 Parganas (South) and it is desirable that the terms and conditions as agreed between the Parties hereto should be reduced in writing to avoid any misunderstanding or dispute between the Parties hereto, either now or in future.

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NOW THIS DEED WITNESSETH that in pursuance of the above named Parties, the Parties do hereby agree to become and continue as **PARTNERS** on the terms & conditions hereunder mentioned.

--: NAME & STYLE AND PLACE OF THE BUSINESS :-

1. **THAT** the name & style of the Partnership Business shall be "CITYHIGH" and the principal place of the said Business shall be carried on at 1/A, Nafar Chandra Das Road, Post Office : Behala, Police Station : Behala, Kolkata : 700034, within the limits of the Kolkata Municipal Corporation, under Ward No.120, District : 24 Parganas (South).
2. **THAT** the said place may be shifted elsewhere, if the Partners unanimously deem fit and proper or if they bound under the unavoidable circumstances in future.
3. **THAT** any other Branch/es and/or Office/s may be opened at such other place/s as may be mutually agreed by the Partners unanimously on the developments and requirements of the said Partnership Business.

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OBJECTIVES :-

1. **THAT** the main objectives and aims of the Partnership Business shall be that of construction, promoting and developing of land etc. for private persons, body persons, Companies, Firms as also for Government, Semi-Government and other Public Authorities.
2. **THAT** the Partnership Business may be registered under the Partnership Act and affiliated under other Statutory Authorities as may be required for the purpose of running of the said Business.

CAPITAL :-

1. **THAT** the initial Capital of the Partnership Business shall be Rs.6,00,000/- (Rupees Six Lac) only, which shall be contributed by the Partners herein equally i.e. Rs.2,00,000/- (Rupees Two Lac) only each.
2. **THAT** the Profits & Losses shall belong to and be borne by the Partners in the manner as follows :-

A. SRIBASH CHATTERJEE	33.33%
B. DEBANJAN MITRA	33.33%
C. SAIBAL CHATTERJEE	33.33%



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3. **THAT** in the event of any increase of the Capital as agreed upon by the Partners, such additional Capital unless otherwise agreed, shall be contributed in equal ratio by them or their individual capacity, but Profit & Loss should be distributed and enjoyed in equal ratios by the Partners.

4. **THAT** the Partnership Business, if necessary, shall take loan from the Partners and/or from outside Parties at such rate of interest or other conditions as may be decided mutually by and between the Partners unanimously from time to time in writing, but not prejudicially to the interest of the Partnership Business.

5. **THAT** all outgoings and expenses related to the said Business, such as salary, wages, rent, electricity, telephone, legal expenses, book and stationary, instruments and articles traveling and conveyance, rates and taxes, interest on loan, staff welfare, first-aid etc. including the liabilities if arise in future in respect of the said Business affairs on previous accounts shall be paid and borne out of the capital, loan, advance and profits of the Partnership Business and in case of deficiency



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equal/proportionate contribution thereto to be made by both the Partners herein.

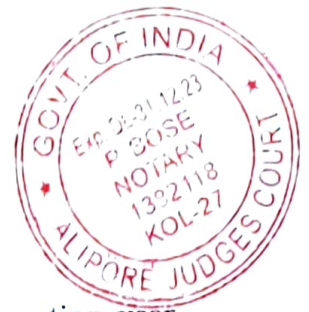
--: BOOKS OF ACCOUNTS :-

1. **THAT** the Partners shall keep and maintained proper Books of Accounts regularly and the Books of Accounts, securities, vouchers, etc. relating to the said Business shall be kept at the place of Business i.e. 1/A, Nafar Chandra Das Road, Post Office : Behala, Police Station : Behala, Kolkata : 700034, within the limits of the Kolkata Municipal Corporation, under Ward No.120, District : 24 Parganas (South) and be opened to the inspection of each Partners or his/their authorised representative/s at all reasonable times with power to take copies and if necessity, the account shall be audited as and when required.
2. **THAT** the accounting year of the Business shall be from the month of April to March of the next year in terms of the "**INCOME TAX ACT**" and the same may be changed, if the Provisions of the Income Tax Act changes of the accounting year in future.



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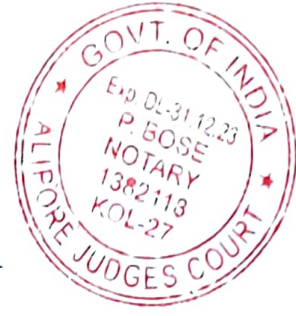
3. **THAT** at the end of each and every accounting year, accounts of the Business will be drawn-up and signed by the Partners and net Profits & Losses of the Partnership Business for the year/period shall be distributed at equal ratios to the Partners.
4. **THAT** out of the net profits of the said Business as determined on settlement of every annual account, a sum calculated at 5% (Five Percent) of such net profit shall be set apart and carried to a separate account to be called "the **RESERVE FUND**", which shall from time to time be applied for the purpose of meeting extra ordinary loss or expenses.

--: **BANKING** :-

1. **THAT** the Banker's of the Partnership Business shall be at any Bank, as the Partners shall mutually agreed upon from time to time and all moneys, cheques and other securities belonging to the said Business, except those required for the current expenses.
2. **THAT** the account shall be operated and signed by any 2 (Two) Partners jointly out of the aforesaid 3 (Three) Partners.



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--: REMUNERATION, DRAWING AND SALARY :-

1. **THAT** the Partners shall be entitled to remuneration or salary per month after one year from the date of signing or incorporation in the manner as laid down under Section 40(b)(v) read with explanation 3 of the Income Tax Act, 1961 or any other applicable provisions as may be in force in the Income Tax assessment of partnership firms for the relevant assessment year. Such remuneration shall be drawn between Partners as follows :-

A. SRIBASH CHATTERJEE	.....	Rs.10,000/-
B. DEBANJAN MITRA	.....	Rs.10,000/-
C. SAIBAL CHATTERJEE	.....	Rs.10,000/-

Also that the Parties shall be entitled to alter, reduce or increase the above remuneration and the Parties may also agree to revise the mode of calculating the remuneration as may be decided from time to time.

2. **THAT** the Partners shall be entitled to interest on capital to the extent of 12% P.A. or in the manner as agreed upon by all the Partners.



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3. **THAT** net profits or net losses of the business shall be computed after preparing a true and fair accounts which shall be audited by a Chartered Accountant or Firm of Chartered Accountants after providing for all legitimate expenses, remuneration of Partners, interest on capital and taxes and shall be allocated between the Partners in the ratio as under :-

A. SRIBASH CHATTERJEE	.....	33.33%
B. DEBANJAN MITRA	.....	33.33%
C. SAIBAL CHATTERJEE	.....	33.33%

--: **DUTIES AND RIGHTS** --:

1. **THAT** the Partners shall punctually pay and discharge their separate debts and liabilities and shall indemnify and keep indemnified effectually against the same.
2. **THAT** the Partner/s may draw out in advance such sum or sums as may be agreed upon, but if on taking general accounts in any year and if appears that any Partner has drawn more than his/their share of profits for that year; he/they shall refund the excess at once.



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3. **THAT** all the Partners shall attend and devote their times diligently to the day to day activities of the Partnership and carry on the same for the greatest advantage of the Partnership Firm from the date of signing of this Deed of Partnership.
4. **THAT** neither of the Partners shall be entitled to sell, transfer, charge, alienate and/or otherwise deal with his share and/or rights in the said Business or any portion thereof to any outsider without the consent of the other Partner in writing first.

-:: DISSOLUTION ::-

1. **THAT** if any Partner retires from the Partnership or become insane or is being adjudicated an insolvent, the other Partner may forthwith determine the Partnership by notice in writing and may thenceforth continue the business alone as Proprietorship Firm and may publish notice of the dissolution in the local official gazette and in local vernacular newspapers and also inform the Register of Firms in writing.
2. **THAT** all Notices required to be given to any Partner hereunder shall be deemed to be duly served if addressed to such Partner at his/their residence by registered post.



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ARBITRATION

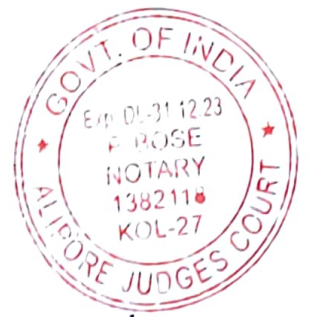
1. **THAT** if any disputes and differences, which may arise between the Partners in conducting and administration of the said Business, then the said entire matter can or shall be referred to Arbitrator for arbitration and jurisdiction over the said matter.

2. **THAT** furthermore, all the matters of difference relating to the Partnership affairs and/or Deed shall be referred to their Arbitrator/s for arbitration accordingly and subject to the provisions of the "**ARBITRATION ACT**" in force for the time being. But the aggrieved Party may go to the competent Court of Law against the decision of Arbitrator/s.

3. **THAT** if any of the above terms may be varied, altered or added to all other matters for which no provision is made in these presents, shall be decided by the Partners unanimously and every decision and adopted resolution shall be recorded in the Minute Book for future reference.



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IN WITNESSES WHEREOF the Parties hereto put and subscribed their respective hands hereunto on the day, month and year first hereinabove written.

SIGNED, SEALED & DELIVERED

by the Parties at Kolkata
in the presence of

WITNESSES :-

1.

SRI SRIBASH CHATTERJEE
(Partner of the **FIRST PART**)

2.

SRI DEBANJAN MITRA
(Partner of the **SECOND PART**)

Drafted & Prepared at my Office :-

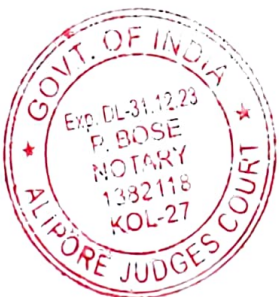
Advocate
No. 172/2000

SRI SAIBAL CHATTERJEE
(Partner of the **THIRD PART**)

Alipore Judges' Court, Kol-27.

Computer typed by :-

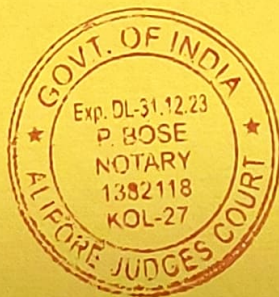
DEBASISH NASKAR
Alipore Judges' Court, Kol-27.



09 AUG 2021

Signature (S) of Executant (S)
attested on Identification at
Alipore Judges Court
Kolkata-700 027, Under
Notary Act at.....

P. Bose
Notary Govt. of India
1382118



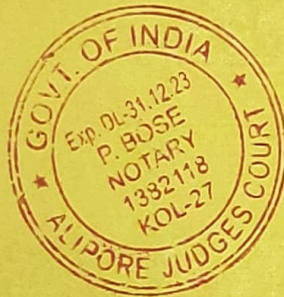
09 AUG 2024

The 09 AUG 2021 Day of _____ 20__



09 AUG 2021

**PAPER WRITING 'A'
&
THE RELATIVE
NOTARIAL CERTIFICATE**



PARAMITA BOSE
Advocate
Alipore Criminal / Judges Court

NOTARY
Government of India
Regd. No. 13821 / 18

**Alipore Judges Court
Alipore Criminal Court
District Bar Association**

Mobile : 98319 39793



Residence :
56/9, P. Majumder Road,
(Ground Floor)
Kolkata – 700 078.