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Certified that the document is admitted to registration. The signature sheets and the endroesment sheets attached with this document are the part of this document.

District Sub-Registrar-V Alipore, South 24 Parganas

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## DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made on this the 29th December, 2017

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Name: MS. Topanawi Utopia

Address: C. 169, Survey pork

Vendor: Purbu Josephar

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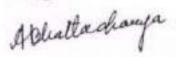
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### BETWEEN

SRI ARUP BHATTACHARYA (PAN- AORPB6492G) son of Sri Bakul Chandra Bhattacharyya, by faith Hindu, by occupation- Medical Practitioner, Nationality, Indian, residing at 1/ 33A, Bijoygarh, Police Station- Jadavpur, Kolkata- 700 032, hereinafter called and referred to as the FIRST PARTNER (which expression unless repugnant to the context shall mean and include his heirs, executors, administrators, representatives and assigns) of the FIRST PART

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District Sub-Registrar-V Alliante South 24 Parkana.

### AND

SRI PARITOSH SHIL( PAN- AYWPS6938D), son of Sri Parimal Shil, by faith-Hindu, by occupation- Business, Nationality- Indian, residing at Block C-2/1 & 2, Flat No. 2/4, 28/117, Mukundapur, P.O.- Kalikapur, Police Station- Purba Jadavpur, Kolkata- 700 099, hereinafter called and referred to as the SECOND PARTNER (which expression unless repugnant to the context shall mean and include his heirs, executors, administrators, representatives and assigns) of the SECOND PART.

WHEREAS the parties herein have decided to carry on a partnership business for smooth running of the partnership business the parties herein have agreed, considered and expedient that a formal deed of Partnership be drawn up according to Law between the partner co-operating therein the share of the partners and terms and conditions of the partnership stipulated between the parties hereto so that no ill feeling and disputes by and between the parties hereto may crop-up in future.

### NOW THIS DEED OF PARTNERSHIP WITNESSETH AS FOLLOWS:

### 1. NAME

That the Partnership Business shall be carried on under the name and style "M/S TRANQUIL UTOPIA" which may be changed from time to time by virtue of the mutual decision of the parties in writing.



District Sub-Registrar-V
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That the PRINCIPAL OFFICE of the business at present shall be at C-267, Survey Park, Post Office- Santoshpur, Police Station- Purba Jadavpur, Kolkata-700 075, District- South 24 Parganas, which may be changed in future and / or may have other branches at any other place or places as the Parties will mutually decide from time to time in writing.

### 3. CONSTITUTION:

- a. That the Parties herein are hereby mutually and voluntarily entering into this Partnership Business and the Parties shall run the Business faithfully and this sincerely on and from the date its inception which is the 10<sup>th</sup> day of October, 2017.
- b. Both the partners however will stand equally responsible for any kind of liabilities on the part of the business i.e. "M/S TRANQUIL UTOPIA".

### OBJECTIVE OF BUSINESS

That the Partnership Firm shall carry on by business of "SUPPLY OF BUILDING AND/OR CONSTRUCTION MATERIALS; PURCHASE AND SALE OF PROPERTY AND ALSO WILL CONSTRUCT BUILDING OR ANY TYPE OF OTHER CONSTRUCTIONS AND ALSO DEVELOPMENT & BEAUTIFICATION OF LANDED PROPERTY" under the name and style of "M/S TRANQUIL UTOPLA"

### 5. DURATION

The parties have decided to continue the Partnership Business without having any fixed duration, with the option to dissolve the Partnership anytime on the basis of their mutual consent.





### COMMENCEMENT

That the date of commencement of the Partnership Business shall be considered on and from 10<sup>th</sup> day of October, 2017.

### 7. CAPITAL

- a. That the Partners of the First Part shall pay a sum of Rs 10, 00,000/- (Rupees Ten Lakh) only and shall act as a Financial Partner and the Partners of the Second Part shall not contribute any amount but he shall act as a working Partner in the Partnership Business.
- b. At any point of time in future if any of the Partners invests and/or contributes any further amount for the requirement to increase the capital of the said firm then the ratio towards sharing the profit or loss will be changed proportionately.

### 8. REMUNERATION

That the Partners hereto shall be entitled to draw the Partners' Remuneration from the Partnership Business on the Monthly/ Yearly basis and such remuneration shall be mutually decided and/ or settled by the Partners in writing with the option to revise the same n future.

### 9. DRAWINGS

That the Partners hereto shall be entitled to Drawings from the Partnership Business and such Drawings shall be mutually decided and/ or settled by the Partners in writing with the option to revise the same in future, but the same must be according to the purview of the Partnership Act as also the Income Tax Act.



District Sub-Registrar-V Alipore, South 24 Parganas

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### 10. LOAN

Be it noted that the Partnership Business shall have the liberty to take loan from Government, SEMI-Government Banks and other bodies with the written consent of all the Partners.

### 11. OPERATION OF BUSINESS

The Partner of the Second Part of the Partnership Business shall be the Working Partner having full responsibilities and/or liabilities towards the operation of the day to day business of the Partnership Firm and the Partners of the First Part shall supervise the said Partnership Business and shall provide the finance as and when required.

### 12. BOOKS OF ACCOUNTS

The day to day Income & Expenditure should be noted down by the Partners themselves or any person/s may be employed for the same but the Final Accounts must be prepared and/ or maintained by any Competent Person/s or Firm engaged by the Partners in writing for the safeguarding 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 the correct financial position of the Firm with respect of its assets and liabilities shall be prepared and laid before the Partners. The necessary Books of Accounts must be kept at the Principal Office of the Partnership Firm (except in case when engaged accountant requires those for accounting purpose) and all the partners will be at liberty to inspect and to take extract thereof.



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### 13. ACCOUNTING YEAR

The year of the Partnership Firm shall run from the 1<sup>st</sup> day of April and the accounts of the firm shall close on the last day of March of the succeeding English Calendar Year.

### 14. OPERATION OF BANK ACCOUNT

The Partners will be eligible to open Bank Account/ s in the name of the Partnership Firm at any Bank and/ or any Banks or any Co-Operative Bank/ or Banks and such Bank Account/s shall be operated jointly by both the Partners including the issuance of cheque/s of any amount (this clause can be altered by the Partners as agreed mutually from time to time in writing)

### 15. RIGHTS AND DUTIES

- a. All the Partners shall be diligent, faithful and involved towards performance of their respective part in respect of any type of acts and/or deeds of the Partnership business.
- b. The Partners shall punctually pay and discharge their separate debts and liabilities and shall indemnify and keep indemnified the Firm effectually against the same.
- c. 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 in writing.
- d. After deducting the charges for depreciation, interest on capital and loan (if any) establishment/overhead charges, all types of payable taxes and other outgoings as hereinabove provided or may be incorporated hereinafter from the Gross Profit/Loss, the calculation of the net profit/loss should be ascertained as the case may be.



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- e. The sharing ratio of the net profit/loss should be 50:50 at present between both the Partners, subject to the alteration to be made as agreed by the Partners mutually from time to time, in writing.
- f. None of the Partners shall have any right to create charge in respect of anything related to the Partnership business with regard to the personal debts and liabilities and shall keep the firm effectually indemnified against the same.
- g. Each of the Partners must be just and faithful to the Partner/s, in all transactions relating to the Partnership Firm and it's business.
- h. Each of the Partners at all times must give to the other Partner/s, the exact and faithful account of everything done and/ or performed and also upon every reasonable request must furnish correct explanation thereof.
- i. 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/ she will be specifically empowered by the other Partner/s in writing.

### 16. EACH PARTNER SHALL ..

- a. Be just and faithful to the clients/ customers in all transactions relating to the Partnership Firm and all it's business.
- b. At all times give to the clients/customers exact & faithful account of everything done and/ or performed and also upon every reasonable request must furnish correct explanation thereof.



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# 17. THAT NO PARTNER SHALLL WITHOUT THE CONSENT OF THE OTHER PARTNER

- a. Introduce any new Partner and/ or transfer his/ her share of the Partnership business to any outsider.
- b. Discharge any Debtor.
- c. Do any other act and/ or thing which may be detrimental to the interest of the Partnership Business.

### 18. ALTERATION/ADDITION

Any of the terms and conditions as set forth hereinabove or hereto after may be varied, altered, added or expunged on the basis of the mutual consent of all the Partners to be expressed from time to time in writing.

### 19. RETIREMENT/REMOVAL OF PARTNERS

In case of retirement or removal of any Partner from the Partnership Firm then the other Partner shall continue the Partnership Business. If there are two or more Partners after the said retirement/removal, there remains only one Partner then the single Partner may continue the Business as Sole Proprietorship business.

In case of retirement/ removal of any Partner, serving of 60 days notice to/by the other Partner/s will become statutory.



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#### 20. 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 the 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 date the will be valued and after making calculation of the accounts as on that date the accounts of the Partners will be settled.

It is to be specifically mentioned here that, if any of the Partners, at any preset condition desires to retire from the said business then he has to furnish at least 60 days prior notice upon the other Partner for the same and in that case if the other Partner wants to continue the business under the same NAME & STYLE as a Sole Proprietorship Concern the Partnership must be dissolved after setting of its accounts and then only the Sole Proprietorship Concern will become in existence after compliance of the required formalities.

### 21. DEATH

In case of death of any of the Partners then the legal heirs /s of the deceased Partner shall be nominate in writing one of the heirs to be taken as Partner into the said Firm in place of the deceased Partner in respect of his share which will be accepted by the remaining Partner/s of the Business. And if none of the heir of the deceased Partner becomes willing to take part in the Partnership business then, the Partnership will be dissolved after setting-off the accounts but if the remaining partner becomes willing to continue the business as a Sole Proprietorship Concern under the same NAME, he will become eligible to do the same after setting of the Partnership Business as mentioned above and on compliance of the required formalities.



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#### 22. ARBITRATION

In case of any dispute and difference relating to the Partnership Business the Partners may appoint a natural person to be an Arbitrator to settle the points of dispute among the Partners or each of them can appoint an Arbitrator and such Arbitrators shall jointly appoint an Umpire for final award and such award passed by the said Umpire shall be binding upon all the Partners. The Partners will always have the option to pursue a legal resource.

### 23. GOVERNING

Save and except the aforesaid terms and conditions hereinabove provided, all other rights and liabilities of the Partners shall be governed by the principle of Law as laid down in the Partnership Act or any other related Act in force.



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IN WITNESS WHERAS the parties hereto have set and subscribe their respective hands and signature in the instant Document 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.

#### SIGNED SEALED AND DELIVERED

At Kolkata in the presence of

1. Shubheudu seun (Advoor) Slo-Rakhal eh. Dan Atipore folice Count Kolkata-700027

SIGNATURE OF THE FIRST PARTNER

SIGNATURE OF THE SECOND PARTNER

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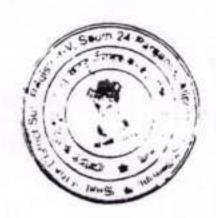
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ADVOCATE

WB-756 OF 2001

ALIPORE COURT; KOLKATA 700 027 CELL NOS. (1) 98300-89785

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SRI ARUP BHATTACHARYA

Aphebadaya SIGNATURE:

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NAME:

SRI PARITOSH SHIL

SIGNATURE: Par (68) Scil

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#### Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS, District Name: South 24-Parganas
Signature / LTI Sheet of Query No/Year 16301000425654/2017

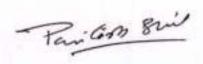
I. Signature of the Person(s) admitting the Execution at Private Residence.

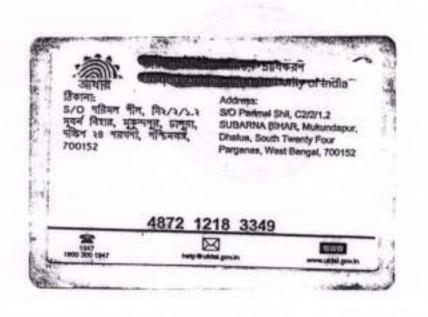
SI No.	Name of the Executant	Category	Photo . Finger	Print Signature with
1	Mr Arup Bhattacharya 1/133A, Bijoygarh, P.O:- Jadavpur, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700032	Partner		Abstrattachange 29.12.2017
SI No.	Name of the Executant	Category	Finger F	Print Signature with date
2	Mr Paritosh Shil 28/117, Mukundapur, Block/Sector: C-2/1, 2, Flat No: 2/4, P.O:- Kalikapur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700099	Partner	gner	Pai GB 821
SI No.	Name and Address of it	dentifier	Identifier of	Signature with date
1	Mr Shubhendu Das Son of Mr Rakhal Chandri Alipore Police Court, P.O:- P.S:- Alipore, District:-Soul Parganas, West Bengal, In 700027	Alipore, th 24-	Mr Arup Bhattacharya, Mr Paritosh Shil	date day of C. 12

(Sati Prosad Bendopadhyay) DISTRICT SUB-REGISTRAR





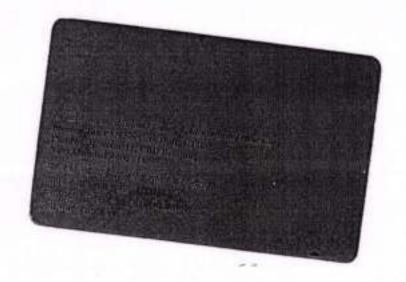


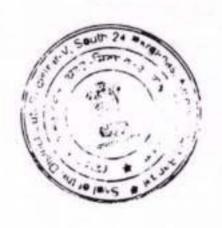






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आहम वर्षेकामी Arup Shattacharya শিকা। বকুৰ হল্ম কটাচাৰী Father: Bakul Chandra Bhattacharyya

जन्मतरीय / DOB : 14/02/1970

नुबन्द / Male



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Abhattacharya.



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Address: 1/33.2, বিজ্বস্ত, ৰাদ্যবনুর, 1/33A, BUOYGARH, JADAVP বাদ্যবনুর বিশ্ববিদ্যালন, কোলকাতা, বাদ্যবনুর ইউলিডামিটি, পশ্চিম Jadavpur University, West Ber বস, 700032 1/33A, BIJOYGARH, JADAVPUR, Jedavpur University, West Bengal,

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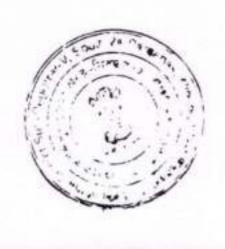






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### Major Information of the Deed

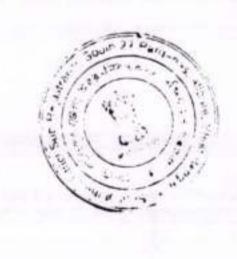
Deed None in the Park	IV-1630-00002/2018	Date of Registration   08/04/2016
Query Not Year	1630-1000425654/2017	Office whose elect is regulatored and a second
Query Date on the con-	29/12/2017 3:28:42 PM	D.S.R V SOUTH 24-PARGANAS, District: South 24-Parganas
Applicant Name, Address & Other Details	Manish Debnath Thana : Alipore, District : South 2 : 9830488745, Status :Advocate	4-Parganas, WEST BENGAL, PIN - 700027, Mobile No.
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Sempolely Peter(St2)		Regulaterion free frenchiscopy of the Artist State
Rs. 150/- (Article:46A)		Rs. 7/- (Article:E)
Remarks		

### Partner Details:

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1	Mr Arup Bhattacharya Son of Mr Bakul Chandra Bhattacharyya 1/133A, Bijoygarh, P.O:- Jadavpur, P.S:- Jadavpur, District-South 24- Parganas, West Bengal, India, PIN - 700032 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AORPB6492G, Status:Individual, Executed by: Self, Date of Execution: 29/12/2017 , Admitted by: Self, Date of Admission: 29/12/2017 ,Place: Pvt. Residence, Executed by: Self, Date of Execution: 29/12/2017 , Admitted by: Self, Date of Admission: 29/12/2017 ,Place: Pvt. Residence
2	Mr Paritosh Shil (Presentant ) Son of Mr Parimal Shil 28/117, Mukundapur, Block/Sector: C-2/1, 2, Flat No: 2/4, P.O:- Kalikapur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700099 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AYWPS6938D, Status:Individual, Executed by: Self, Date of Execution: 29/12/2017 , Admitted by: Self, Date of Admission: 29/12/2017, Place: Pvt. Residence, Executed by: Self, Date of Execution: 29/12/2017 , Admitted by: Self, Date of Admission: 29/12/2017, Place: Pvt. Residence

#### Identifier Details:

ndia, PIN - 700027, Sex: charya, Mr Partosh Shii



Endorsement For Deed Number: IV - 163000002 / 2018

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### Reconcidental for the feet of the feet of

Presented for registration at 19:50 hrs on 29-12-2017, at the Private residence by Mr Paritosh Shill, one of the Executants.

### Admission of Execution ( Under Section 55, W.B. Registration Rules, 4962) 7

Execution is admitted on 29/12/2017 by 1. Mr Arup Bhattacharya, Son of Mr Bakul Chandra Bhattacharyya, 1/133A, Bijoygarh, P.O: Jadavpur, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700032, by caste Hindu, by Profession Others, 2. Mr Paritosh Shil, Son of Mr Parimal Shil, 28/117, Mukundapur, Sector: C-2/1, 2, Flat No: 2/4, P.O: Kalikapur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700099, by caste Hindu, by Profession Business

Indetified by Mr Shubhendu Das, , , Son of Mr Rakhal Chandra Das, Alipore Police Court, P.O. Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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Sati Prosad Bandopadhyay DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

#### OH WELLE MERE

#### Conditions of Administratify(Rule 48, Waz, Registration Rules (1982) -

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 46A of Indian Stamp Act 1899.

#### feignment of Fees

Certified that required Registration Fees payable for this document is Rs 7/- ( E = Rs 7/- ) and Registration Fees paid by Cash Rs 7/-

#### Payment of Stamp lang

Certified that required Stamp Duty payable for this document is Rs. 150/- and Stamp Duty paid by Stamp Rs 150/- Description of Stamp

- Stamp: Type: Impressed, Serial no 109816, Amount: Rs. 100/-, Date of Purchase: 29/12/2017, Vendor name: Subhankar Das
- Stamp: Type: Impressed, Serial no 870288, Amount: Rs.50/-, Date of Purchase: 29/12/2017, Vendor name: Subhankar Das

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Sati Prosad Bandopadhyay DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - V SOLITH 24-PARGANAS

South 24-Parganas, West Bengal



No :IV - 163000002 / 2018, Document is digitally signed





Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV Volume number 1630-2018, Page from 206 to 229 being No 163000002 for the year 2018.



from trajon Moran

Digitally signed by SATIPRASAD BANDYOPADHYAY Date: 2018.01.09 11:27:08 +05:30 Reason: Digital Signing of Deed.

(Sati Prosad Bandopadhyay) 09-01-2018 11:26:56 DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS West Bengal.



(This document is digitally signed.)