

S.C. No. 4008 of 2017

# MADHU CHHANDA BHATTACHARYYA NOTARY

Residential Address:  
18C, Crematorium St.  
KOLKATA - 700 014  
T: 2244-2398 (Res.)

Govt. of West Bengal  
Registration No. : 88/07  
Office : SEALDAH COURT  
Room No. : 101 (1st Floor)

Chamber:  
18-B, Crematorium St.  
KOLKATA - 700 014  
Mobile : 98319-94293

**Notarial Certificate**

TO ALL WHOM THESE PRESENTS SHALL COME, I, **MADHU CHHANDA BHATTACHARYYA**, appointed by the Government of West Bengal as NOTARY being authorized to practice at such the District of **KOLKATA** in the State of West Bengal within union of India, do hereby verify, authenticate, verify, attest as under the execution of the instrument, do hereby declare that the paper writing collectively denoted 'A' annexed hereto, hereinafter called the paper **WARRANTS 'A'** are presented before me by the Executant(s)

*Partnership Deed*

The Name as Shyef.  
 "M/s arsan fleet Consulting  
 of Co. Sir Warden Road,  
 Singh, 1, W Mallick  
 Ghat Lane, Rane bazar,  
 Howrah - 711 01 N.S.

M.C. BHATTACHARYYA  
 NOTARY  
 GOVT. OF W.B.  
 REG. NO. 88/07  
 KOLKATA

24 MAY 2017

herein after referred to as the "executant(s)" on this, the 24th day  
 of May Two thousand 17

The executant(s) having admitted the execution of the "PAPER WARRANTS 'A'" in respective hand(s) in the presence of the witness, who as such, subscribed(s) Signature(s) thereon, and being satisfied as to the identity of the Executant(s) and the said execution of the "PAPER WARRANTS 'A'" and satisfy that the said execution is in the respective hand(s) of the executant(s)

IN ACT WHEREOF being required of a NOTARY, I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as need and occasion shall or may require.

Notarial Stamp on original.

IN FAITH AND TESTIMONY WHEREOF I, the said NOTARY, have hereunto set and subscribed my hand and affix my Notarial seal of office at SealDAH Court at SealDAH in the Dist. at Kolkata on this the 24th day of May two thousand 17

*M.C.*  
**MADHU CHHANDA BHATTACHARYYA**  
 NOTARY

24 MAY 2017

24 MAY 2017



# भारतीय गैर न्यायिक



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

V 260188



Kameli Biswas  
Rabhu Shree Bhatia  
Faisal Akram  
Vivek Adarsh

## PARTNERSHIP DEED

This Deed of Partnership is made on 24th. May, 2017  
at Sealdah, Kolkata, West Bengal between :

Mr. Vivek Adarsh, S/o. Mr. Rabindra Kumar Verma, R/o. 205,  
Anand Kishori Tower, Near Manali Hotel, Ghuran Pit Baba,  
Kachahri Chow, Jagdishpur, Bhagalpur - 812001, Bihar  
hereinafter called the party of the First Part ;

M.C. BHATTACHARYYA  
NOTARY and  
GOVT. OF W.B.  
Regn. No. 88107  
KOLKATA

and Faisal Akram, S/o. Mr. Mohammad Firoz Akram, R/o. Vaisi  
Jahagirpur, Baisi, Bhagalpur- 853204, Bihar, hereinafter called

24 MAY 2017

Contd...



**PARTNERSHIP DEED**

This Deed of Partnership is made on \_\_\_\_\_ May, 2017 at Howrah, West Bengal between:

Mr. Vivek Adarsh, S/o.Mr. Rabindra Kumar Verma, R/o.205, Anand Kishori Tower, Near Manali Hotel, Ghuran Pir Baba, Kachahri Chok, Jagdishpur, Bhagalpur - 812001, Bihar,hereinafter called the party of the first part;

And

Mr. MD Faisal Akram, S/o. Mr. Mohammad Firoz Akram, R/o.Vaisi Jahagirpur, Baisi, Bhagalpur - 853204, Bihar,hereinafter called the party of the second part;

And

Ms. Kamelia Biswas, D/o. Late Mr. Kallol Biswas, R/o. Sarada Mani Road, Siliguri, (M. Corp.), Darjeeling - 734001, West Bengal, hereinafter called the party of the third part;

And

Mr. Prabha Shankar Pathak, S/o. Mr. Krishna Kant Pathak, R/o. Radha Krishna Temple, Kotwali Chowk, Jain Mandir Lane, Kotwali Chowk, Bhagalpur - 812002, Bihar, hereinafter called the party of the fourth part;

Whereas all the above parties entering into partnership under the name & style of "URBANFLAT CONSULTING". Whereas it is considered expedient to lay down in writing the terms and conditions agreed to between the parties of the aforesaid.

**NOW THIS DEED WITNESSES AS FOLLOWS:**

1. The partnership shall be effective from \_\_\_\_\_ May, 2017.
2. That the business of the partnership shall be carried on under the name and style of "M/s URBANFLAT CONSULTING"(hereinafter referred as the "Firm") or such other name as may be mutually agreed upon from time to time.
3. That the Registered office of the Firm shall be at C/o. Shivnandan Prashad Singh, 1 Number Mullickghat Lane, Ramkestopur, Howrah - 711101, West Bengal, or any other place or places as the partners may decide from time to time.
4. The business of the partnership firm shall be to carry following activities:
  - i) To carry on in India or elsewhere the business of consultancy as estate agents and estate managers and to collect rents, repair, look after and manage immovable properties of or for any persons, firms and companies, governments and States, to give, take, let and sublet rent farming contracts and to carry out, undertake or supervise any building, constructing, altering, improving, demolishing and repairing operations and all other works and operations in connection with immovable estates and properties;
  - ii) To carry on business as house, land and estate agents, and to arrange or undertake the sale, purchase or, advertise for sale or purchase, assist in selling or purchasing and find or introduce purchaser or vendors of and to manage land building and others;

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*Kamelia Biswas Faisal Akram  
Prabha Shankar Pathak Vivek Adarsh*



- iii) To carry on the trade or business of dealing in and agents for lands, buildings, factories, house, flats and other residential commercial, agricultural and mining properties;
- iv) To act as Property investment guide in real estate for residential as well as commercial property; and
- v) To do all such ancillary & incidental acts, deeds and things necessary for the attainment of the above objects.

5. The capital contribution of the firm shall be Rs. 10,000/- (Rupees Ten Thousand only) which shall be contributed by the partners in the following proportions.

First party, Rs. 3,000 (Rupees Three Thousand Only)  
 Second party, Rs. 2,400 (Rupees Two Thousand Four Hundred Only)  
 Third party, Rs. 2,300 (Rupees Two Thousand Three Hundred Only)  
 Fourth party, Rs. 2,300 (Rupees Two Thousand Three Hundred Only)

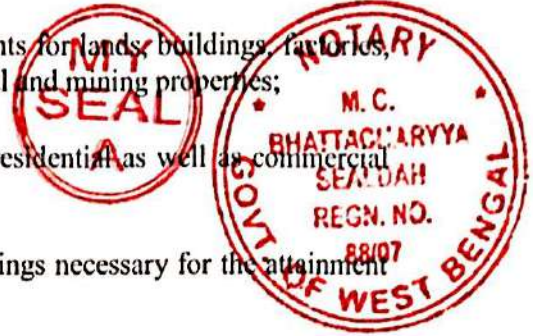
The further Contribution if any required by the firm shall be brought in by the partners in their profit sharing ratio or as may be mutually decided by all partners.

6. That the partners shall share the Profit or Loss of the firm as under:

i) Mr. Vivek Adarsh, (the party of the First part)	30%
ii) Mr. MD Faisal Akram, (the party of the Second part)	24%
iii) Ms. Kamelia Biswas, (the party of the Third part)	23%
iv) Mr. Prabha Shankar Pathak, (the party of the Fourth part)	23%

7. That the partnership shall be partnership 'AT WILL'.
8. That the partners shall be entitled to simple interest @ 12% per annum or at such other rate but subject to provisions and ceilings laid down u/s 40 (b) of the Income Tax Act, 1961 as may be mutually decided by the partners from time to time. The interest as above shall be charged on profits of the firm.
9. That all the partners shall devote their time and attention in the conduct of the affairs of the firm as the circumstances and the business needs may require.
10. The partners shall be entitled to modify the terms relating to remuneration, interest etc., payable to the partners by executing a supplementary deed and any such deed when executed shall have affect, unless otherwise provided, from the first day of the accounting period in which such supplementary deed is executed and the same shall form part of this deed of partnership.
11. That the Total Remuneration payable to Working Partners shall be worked out as under:

- |     |   |  |
|-----|---|--|
| I.  | On the first Rs. 3,00,000/- of or in case of loss | Rs. 1,50,000/- or @ 90% Book Profits, whichever is more. |
| II. | On the balance of the Book Profit                 | At the rate of 60%                                       |



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For the purpose of this clause, "Book Profit" shall mean the net profit, as shown in the Profit and Loss Account for the relevant accounting year, computed in the manner laid down in the chapter IV - D of the Income Tax Act, 1961 as increased by the aggregate amount of the remuneration paid or payable to all the partners of the firm if such has been deducted while computing the net profit.

The remuneration payable to the working partners as above shall be credited to their respective Capital accounts on ascertainment of the book profits at the close of every accounting year. The working partners shall be entitled to draw amounts from time to time against the remuneration payable to them and if their total withdrawals during the year towards their remuneration exceeds the total amount found payable to them on that account, such excess shall be adjusted in their capital account at the close of the accounting year.

12. The Partners covenant and agree that, during the term of their Partnership with "M/s. URBANFLAT CONSULTING" and for \_\_\_ ( ) years after the termination thereof, regardless of the reason for the termination, the outgoing partner will not, directly or indirectly, anywhere in the Indian Territory, not set up any Competitive Business solely or together with any person(s). However, if the terminated partner take only prior consent from the partnership firm then it is sufficient to start new business in the same domain.

13. The Net Profit of the partnership business as per the accounts maintained by the partnership after deduction of all expenses relating to business activities of the partnership including rent, salaries and other establishment expenses as well as interest and remuneration payable to the partners in accordance with this deed of partnership or any supplementary deed as may be executed by the partners shall be divided and distributed.

14. That none of the parties shall take any loan, stand surety nor give guarantee for any other party or parties on behalf of the firm without having consent of the other partner in writing except for bank loan purpose for carrying on the business of the partnership.

15. That the partners shall be entitled to open bank account/accounts with such bank/banks as mutually decided and the party of the First part, Second part, Third Part and Fourth Part shall be authorized to operate such account/accounts jointly or severally.

16. That the books of accounts shall be closed on 31<sup>st</sup> March, or on such other date or dates as may be mutually agreed upon, and the net profit and/or losses of the firm shall be divided between the partners after meeting all the business expenses including Depreciation and Bad Debt etc.

17. That the books of accounts of the firm shall be regularly maintained and kept at the principal place of business or any other place as mutually agreed upon by the partners and the same shall not be removed without the permission of the partners and that the partner shall have access to the books of account at any time.

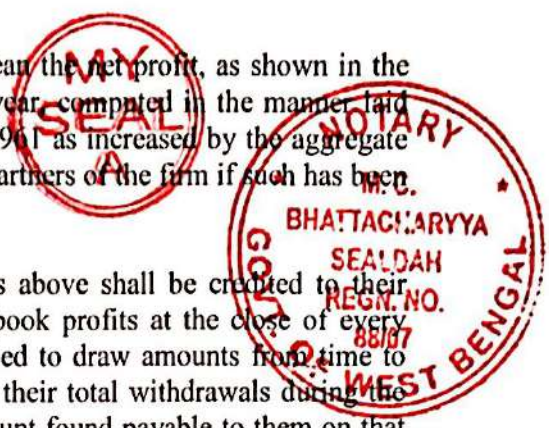
#### ADMISSION OF NEW PARTNER

18. No Person may be introduced as a new partner without the consent of all the existing partners. Such incoming partner shall give his prior consent to act as Partner of the "Firm".

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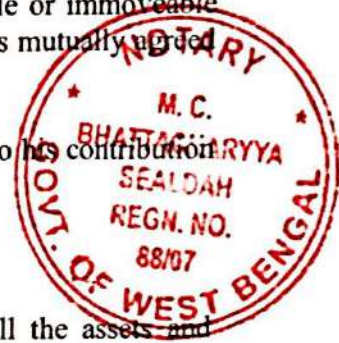
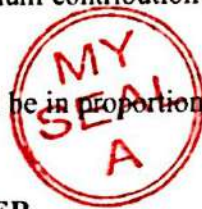
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NOTARY  
Govt. of W.B.  
REG. NO. - 88/07  
KOLKATA

Kanchha Biswas  
Pratim Kumar Sarker  
Faisal Akram  
Vivek Adami





19. The Contribution of the partner may be tangible, intangible, moveable or immovable property and the incoming partner shall bring minimum contribution as mutually agreed upon by existing partners.
20. The Profit sharing ratio of the incoming partner will be in proportion to his contribution towards "Firm".



### RIGHTS OF PARTNER

21. All the partners hereto shall have the rights, title and interest in all the assets and properties in the said "Firm" in the proportion of their Contribution.
22. Every partner has a right to have access to and to inspect and copy any books of the "Firm".
23. Each of the parties hereto shall be entitled to carry on their own, separate and independent business as hitherto they might be doing or they may hereafter do as they deem fit and proper and other partners and the "Firm" shall have no objection thereto provided that the said partner has intimated the said fact to the "Firm" before the start of the independent business and moreover he shall not uses the name of the "Firm" to carry on the said business.
24. "Firm" shall have perpetual succession, death, retirement or insolvency of any partner shall not dissolve the "Firm".
25. On retirement of a partner, the retiring partner shall be entitled to full payment in respect of all his rights, title and interest in the partner as herein provided. However, upon insolvency of a partner his or her rights, title and interest in the "Firm" shall come to an end. Upon the death of any of the partners herein any one of his or her heirs will be admitted as a partner of the "Firm" in place of such deceased partner. The heirs, executors and administrators of such deceased partners shall be entitled to and shall be paid the full payment in respect of the right, title and interest of such deceased partner.
26. On the death of any partner, if his or her heir opts not to become the partner, the surviving partners shall have the option to purchase the contribution of the deceased - partner in the "Firm".

### DUTIES OF PARTNERS

27. Every partner shall account to the liability of partnership for any benefit derived by him without the consent of the partners from any transaction concerning the partnership, or from any use by him of the property, name or any business connection of the "Firm".
28. Every partner shall indemnify the "Firm" and the other existing partner for any loss caused to it by his fraud in the conduct of the business of the "Firm".
29. Each partner shall render true accounts and full information of all things affecting the "Firm" to any partner, or his legal representatives.
30. In case any of the Partners of the "Firm" desires to transfer or assign his interest or shares in the "Firm" he has to offer the same to the remaining partners by giving 15 days notice. In the absence of any communication by the remaining partners the concerned partner can transfer or assign his share in the market.



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Faisal Akrom  
 Vivek Adani  
 Kanchia biswas  
 Prabhu Shekhar Gokhale



31. No partner shall without the written consent of the "Firm"

- I. Employ any money, goods or effects of the "Firm" or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of the "Firm".
- II. Lend money or give credit on behalf of the "Firm" or to have any dealings with any persons, company or firm whom the other partner previously in writing have forbidden it to trust or deal with. Any loss incurred through any breach of provisions shall be made good with the "Firm" by the partner incurring the same.
- III. Enter into any bond or becomes surety or security with or for any person or do knowingly cause or suffer to be done anything whereby the "Firm" property or any part thereof may be seized.
- IV. Assign, mortgage or charge his or her share" in the "Firm" or any asset or property thereof or make any other person a partner therein.
- V. Compromise or compound or (except upon payment in full) release or discharge any debt due to the "Firm" except upon the written consent given by the other partner.
- VI. All the Partners shall be responsible for the doing of all acts, matters and things as are required to be done by "Firm" in respect of compliance of the provisions of this Act including filing of any document, return, statement and the like report pursuant to the applicable laws.
- VII. All the Partners shall be responsible for the doing of all acts arising out of this agreement.
- VIII. The "Firm" shall indemnify and defend its partners and other officers from and against any and all liability in connection with claims, actions and proceedings (regardless of the outcome), judgment, loss or settlement thereof, whether civil or criminal, arising out of or resulting from their respective performances as partners and officers of the "Firm", except for the gross negligence or wilful misconduct of the partner or officer seeking indemnification.

#### MEETING

32. All the matters related to the "Firm" as mentioned in this agreement shall be decided by a resolution passed by a majority in number of the partners, and for this purpose, each partner shall have one vote.
33. The meeting of the Partners may be called by sending fifteen (15) days prior notice to all the partners at their residential address or by mail at the Email ids provided by the individual Partners in written to the "Firm". In case any partner is a foreign resident the meeting may be conducted by serving fifteen (15) days prior notice through email. Provided the meeting be called at shorter notice, if majority of the partners agrees in writing to the same either before or after the meeting.
34. The meeting of Partners shall ordinarily be held at the registered office of the Firm or at any other place as per the convenience of partners.

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Regn No. 88/07  
KOLKATA

Kamela Biswas  
Rishi Kumar  
Faisal Akram  
Vivek Anand



35. With the written Consent of all the partners, a meeting of the Partners may be conducted through Teleconferencing.

36. Every partner shall ensure that decisions taken by them are recorded in the minutes within thirty days of taking such decisions and are kept and maintained at the registered office of the "Firm".

37. Each partner shall-

- i) Punctually pay and discharge the separate debts and engagement and indemnify the other partners and the "Firm" assets against the same and all proceedings, costs, claims and demands in respect thereof.
- ii) Each of the partners shall give time and attention as may be required for the fulfilment of the objectives of the "Firm" business and they all shall be the working partners.

#### CESSATION OF EXISTING PARTNERS

38. Partner may cease to be partner of the "Firm" by giving a notice in writing of not less than thirty days to the other partners of his intention to resign as partner.

39. No majority of Partners can expel any partner except in the situation where any partner has been found guilty of carrying of activity/business of "Firm" with fraudulent purpose.

40. The "Firm" can be wound up with the consent of all the partners subject to the provisions applicable laws.

#### EXTENT OF LIABILITY OF FIRM

41. "Firm" is not bound by anything done by a partner in dealing with a person if—

- i) The partner in fact has no authority to act for the "Firm" in doing a particular act; and
- ii) The person knows that he has no authority or does not know or believe him to be a partner of the "Firm".

#### MISCELLANEOUS PROVISIONS

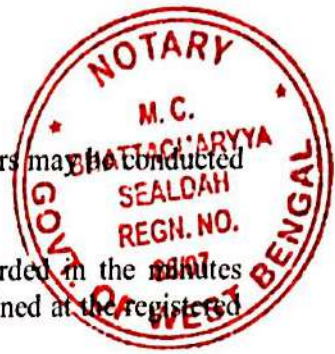
42. "Firm" shall indemnify each partner in respect of payments made and personal liabilities incurred by him—

- i) in the ordinary and proper conduct of the business of the Firm; or
- ii) in or about anything necessarily done for the preservation of the business or property of the Firm.

43. The books of accounts of the firm shall be kept at the registered office of the "Firm" for the reference of all the partners.

44. The accounting year of the "Firm" shall be from 1st April of the year to 31<sup>st</sup> March of subsequent year. The first accounting year shall be from the date of commencement of this "Firm" till 31<sup>st</sup> March of the subsequent year.

45. It is expressly agreed that the bank account of the "Firm" shall be operated by the First Party, Second Party, Third Party and Fourth Party jointly or severally as mutually agreed.



*Faisal Akram*  
*Vivek Adhikari*

*Kamelia Bhowmik*  
*Susmita Sanyal*

M.C. BHATTACHARYYA  
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46. All disputes between the partners or between the Partner and the "Firm" arising out of the partnership agreement which cannot be resolved in terms of this agreement shall be referred for arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996).

47. That the firm shall not be dissolved in case of death or retirement of any partner and shall continue with remaining partners or with their heirs.

48. That in case of dispute or difference of opinion in the matters of partnership between the partners or any one of the legal representative/heirs of the partners, whether during or after the partnership the same shall be referred to the arbitration in the accordance with the statutory modifications for the time being in force and the decision of the arbitrator/arbitrators as appointment shall be accepted by all the partners.

In WITNESSES whereof the above parties have signed and sealed this day, on \_\_\_\_\_ May, 2017 mentioned here under.

**WITNESSES:**

1.  <i>[Signature]</i>	  <i>Vivek Adarsh</i> Mr. Vivek Adarsh (The party of the First part)
2.  <i>Dibakar Acharyya</i>	  <i>Faisal Akram</i> Mr. MD Faisal Akram (The party of the Second part)
3.	  <i>Kamelia Biswas</i> Ms. Kamelia Biswas (The party of the Third part)
4.	  <i>Prabha Shankar Pathak</i> Mr. Prabha Shankar Pathak (The party of the Fourth part)

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MADHU CHHANDA BHATTACHARYYA  
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