

Subhasis Ganguly

B. SC., B.A., LL.B.
ADVOCATE
NOTARY PUBLIC
HOWRAH, WEST BENGAL

8017695336
Mobile : 8617781217
9432326207

Place :-
92/2, Sarat Chatterjee Road,
Chatterjee Hat, Shibpur,
Howrah-711 104
&
Howrah Court

Ref. No. 09/20 JUN 2018

Date 12.0 JUN 2018

Notarial Certificate

(PURSUANT TO SEC 8 OF THE NOTARIES ACT 1952)
(Act 53 of 1952)

TO ALL TO WHOM THESE PRESENTS shall come 1, SUBHASIS GANGULY duly appointed by the Governor of West Bengal of practice as a NOTARY PUBLIC do hereby verify authenticate, certify, attest as under the execution of instrument annexed here unto collectively marked 'A' on its being executed and admitted and identified by the respective signatories as to the matters contained therein present before me by the *Executant(s) / His / Their Ld. Lawyer and / or His / their representative (s)

Shri / Smt. Salil Chatterjee
and.....others.

Accordingly, this is to certify authenticate and attest that the annexed instrument 'A' is the Affidavit / Partnership Deed / Partition Deed / Power of Attorney / Agreement / Will / Declaration / Bond executed on 20.6.2018.. by Sri / Smt. Swapan Kumar Banerjee & others. Prima facie the annexed instrument "A" appears to be in the usual procedure to serve and avail as needs for occasions shall or may require for the same and it contains 1 to7..... pages.

IN FAITH AND TESTIMONY WHEREOF being required for a NOTARY I, the said Notary do hereby subscribe my hand and affix my seal of office at HOWRAH on this the 20th day of June in the year 2018.

*Signature (s) L.T.I. (s)


Subhasis Ganguly
NOTARY PUBLIC



NOTARY STAMP
Affixed/notaffixed



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AA 146595



FORE NOTAR
HOWRAH



PARTNERSHIP DEED

This deed of partnership is made on the 20th day of JUNE (Two thousand and Eighteen) between 1) MR SWAPAN KUMAR BANERJEE S/o LATE NANDA KUMAR BANERJEE, residing at 56/11, RAMMOHAN MUKHERJEE LANE HOWRAH 711102, aged about 69 years, by caste Hindu, by Occupation Business, hereinafter referred to as the party of the FIRST PART

9

Swapan Kumar Banerjee

20 JUN 2018

Dipayan Banerjee



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

W 982806



2. MR DIPAYAN BANERJEE S/o MR SWAPAN KUMAR BANERJEE, residing at 56/11, RAMMOHAN MUKHERJEE LANE HOWRAH 711102, aged about 20 years, by caste Hindu, by Occupation Business, hereinafter referred to as the party of the **SECOND PART**

(Both of the said parties hereinafter also called the partners, which expression shall unless excluded by or repugnant to the context mean and include his or her/s executer/s, legal representative/s and or assignor/s).

Swapan Kumar Banerjee
Dibayan Banerjee

WHEREAS the parties hereto felt it expedient to record in writing the terms, conditions and stipulations of the partnership under a proper deed.

NOW THIS INDENTURE WITNESSETH and the parties to these present hereby mutually agreed to continue to be the partners in the said business on the terms, conditions and stipulations hereunder expressed:

1. That the partnership business shall be carried on under the name and style of "M/S SKB REALTECH"
2. That the business, from the date of this Partnership Deed, being carried on its administrative office and technical office at 56/11, RAMMOHAN MUKHERJEE LANE HOWRAH-711102, West Bengal. In future it shall be carried on its branch office at such others place or places which may be agreed upon by the parties from time to time.
3. That the partnership business shall be mainly engaged in the business of LAND DEVELOPER as deem fit to the partnership.
4. That the partnership under this presents has commenced on and from 20TH day of JUNE, 2018 and the same shall be carried on as long as the party's hereto so desire.
5. That the partnership shall be at will.
6. That the Capital of the firm shall be provided by and belong to the parties in the following manner:-
 - a) Party of the First part Rs. 1,00,000 (One Lakh only)
 - b) Party of the Second part Rs. 1,00,000 (One Lakh only)

If any further sum is required partners shall contribute it according to their own choice.

PROFIT AND LOSS CLAUSE:-

7. PARA - I) the profit of the partnership will be shared between the partners in 70%:30% ratios.

PARA - II) Loss in the nature of damage, destruction, obsolescence, wear and tear, accident of furniture's, machineries and other fixed assets will be shared as per above said ratio between the partners.

20 June 2018

Sudip Kumar Banerjee
DIBEN BANERJEE

Proper books of Accounts of the partnership shall be kept and entries made therein all transactions and things as are usually written and entered in the books of accounts and all such books together with all securities letter and things belonging to or considering the partnership business shall be kept at the place of business of firm or at any other place as agreed upon and shall at all time be open for the inspection the partners at all reasonable time with power to take copies.

9. The firm shall observe the English financial year i.e. starting from 1st day of April to 31st day of March of the subsequent calendar year as their accounting year.

PARTNERS REMUNERATION/INTEREST ON CAPITAL CLAUSE:

10. REMUNERATION

That both the partners who are the working partners of the firm shall be entitled to receive payment of salary and/or remuneration and/or bonus and/or commission according to the provisions of the Income Tax Act, 1961 in the following manner and quantum as they mutually decided.

- a) On the first Rs. 3, 00,000/- of the book Profit or in case of Loss:- Rs. 150,000/- or at the rate of 90% of the Book Profit whichever is more.
- b) On the balance of the Book Profit:-At the rate of 60%.

Remuneration will be shared among the partners according to the need of the partners on mutually agreed basis among the all partners. That the partners shall be entitled to modify the above terms relating to their salary and/or remuneration and/or Bonus and/or Commission payable to the partners by executing a supplementary Deed and the same shall be valid until any addition and/or alteration made by the partners mutually regarding the payment of Salary and or remuneration etc.

That Deed of indenture shall be treated as the part and parcel of the stipulation of this Deed of Partnership duly executed by the partners hereto.

11. Simple Interest will be paid to the partners @ 12 % p.a. on the Initial capital.

Snapan Kumar Bhowmik
 Nitish Kumar Bhowmik



ADMISSION

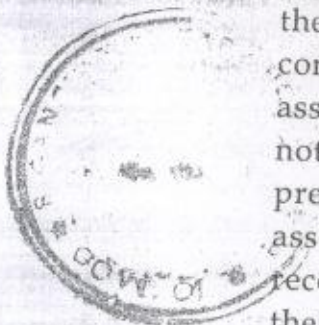
12. Any new partner may be admitted in the firm if so agreed in writing by majority of the partners. The newly admitted partner has to introduce capital AND Goodwill as determined by the majority of the partners.

RETIREMENT

13. If any existing partner wants to retire from the business he has to give written intimation to the others, three months prior from the date of retirement.
14. The retiring partner will receive the Capital Account balance as stood in the last Balance Sheet. The amount will be paid to the retiring partner after one year, but before one year and six month from the date of retirement.

DISSOLUTION

15. The retirement or the death of a partner shall not dissolve the partnership business. In such an eventuality the partnership may be continued by the remaining partner and the heirs, assignors or legal representatives of the deceased partner may be admitted to the partnership business along with prevailing terms and conditions of the partnership firm, on the other hand if the heirs, assignors or legal representatives of the deceased partner should not agree to continue as a partner in the existing firm with prevailing terms and conditions of the firm, then the legal heirs, assignors or legal representatives of the deceased partner will receive the Capital Account balance as stood in the Balance Sheet of the partnership firm on the date of expiry of the deceased partner and the amount will be paid with immediate effect.
16. The terms and conditions of the deed may be varied altered or modified by mutual consent of the all partners hereof to be either expressed in writing



Swapna Kumar Banerjee



17. In case of any dispute or difference arise out of the partnership business shall be referred to a single arbitrator if all the parties agreed to such a single arbitrator
18. Except and provided in these present the provision of Indian partnership Act, 1932 will apply

DUTIES

19. That the fund of the firm shall not be available for the purpose of paying off personal liabilities of any Partner incurred by him

OTHER CLAUSE

20. That the partnership business either may open an account or accounts with any nationalized bank or banks in the name of the partnership business and the same shall be operated "Jointly by both part".

It is further mentioned that power to operate means and include opening and closing of the account or accounts and withdrawal of money by issuing cheque from the bank



Swapna Kumar Banerjee

Dihaujan, Durgam

WITNESSES WHEREOF, the aforesaid Parties have hereunto set and subscribed their respective hands and signed this indenture of Partnership on the Day and the month and the Year first above written.

WITNESSES:-

1. *Lebham Das*
1/12, Ramballav Das Lane
How-1

Swapan Kumar Banerjee
MR SWAPAN KUMAR BANERJEE

2.

(Party of FIRST PART)

Dipayan Banerjee
MR DIPAYAN BANERJEE

(Party of SECOND PART)

Prepared in my office and drafted by me,
Signed before me and identified by me.

Salil Chatterjee

ADVOCATE

Authentication by the
SIGNATURE OF THE

Shauqat

SECRETARY GOVERNMENT
NOTARY, HOWRAH
Road No. 61/2002
GOVT. OF W.B.



INSTRUMENT REFERRED TO
IN THE NOTARIAL CERTIFICATE