GOVERNMENT OF WEST BENGAL

# OFFICE OF THE NOTARY PUBLIC

NEW UPPER CHELIDANGA, SHIB MANDIR **ASANSOL - 713304** 



**PROFESSIONAL ADDRESS:** 

ASANSOL COURT **NEW UPPER CHELIDANGA** SHIB MANDIR ASANSOL - 713304

Date.....

# NOTARIAL CERTIFICATE

(Pursuant to section 8 of the Notaries Act 1952)

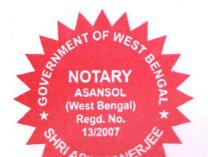
TO ALL TO WHOM THESE PRESENTS shall come. I, SHRI ASIM BANERJEE, duly appointed and authorised by the Government of West Bengal to practice as a "NOTARY" do hereby verify, authenticate, certify, attest as under the execution of the Instrument annexed here to collectively marked "A" on its being executed, admitted and identified by the respective signatories as to the matters contained therein, present before me.

According to that I do hereby certify authenticate and attest the contains thereon, and this is to certify, authenticate and attest that the annexed instrument "A" is Deod an mer of the original ..... Kaller by on.....

PRIME 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.

> IN FAITH AND TESTIMONY WHERE OF being required of a "NOTARY" I, the said Notary, do hereby subscribe my signature and affix the seal of my office. Asansol on this the.....

day of .....the year 20 9



SHRI ASIM BANERJEE NOTARY. Govt. of W. B.

SI. No 40/20



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NOTARIAL

# **DEED OF PARTNERSHIP**

THIS DEED OF PARTNERSHIP is made on this the day of June, 2020.

#### BETWEEN

SRI TAPAS CHATTERJEE, (P.A.N. ADAPC1130G), Son of Late Asit Chatterjee, by Faith Hindu, by occupation Business, Citizenship Indian, residing at Gopalpur, P.O. Asansol, P.S. Asansol (South), District Paschim Bardhaman, PIN-713304, hereinafter called the FIRST PARTY / MANAGING PARTNER (which expression shall unless excluded by or repugnant to the context include all his heirs, successors, legal representatives, executors and assigns) of the FIRST PART.

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#### AND

SRI RANADEEP CHATTERJEE, (P.A.N. BWMPC1938C), Son of Sri Tapas Chatterjee, by Faith Hindu, Citizenship Indian, residing at Gopalpur, P.O. Asansol, P.S. Asansol (South), District Paschim Bardhaman, PIN-713304, hereinafter called the SECOND PARTY (which expression shall unless excluded by or repugnant to the context include all his heirs, successors, legal representatives, executors and assigns) of the SECOND PART.

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WHEREAS the above named parties/partners intends to commence and carry on business in partnership under the name and style of "CHATTERJEE CONSTRUCTION" having principal place of business and Registered Office at 498 (NEW), WARD NO. 55 / 31 (A.M.C.), GOPALPUR, G.T. ROAD (WEST), P.O. ASANSOL, DISTRICT RASCHIM BARDHAMAN PIN-713304, dealing mainly in real estate promotion and development including purchase/sales and construction and development of all sorts of real estates and infrastructures as well as renting and leasing facilities of real estates and providing other allied services.

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AND WHEREAS in order to avoid any disputes in future the above named parties have decided to mutually execute this formal Deed of Partnership, which witnesses the following terms and condition:-

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# NOW THIS DEED OF PARTNERSHIP WITNESSETH AS FOLLOWS:-

#### 1. NAME :-

That the Partnership business shall be carried on under the name and style of "CHATTERJEE CONSTRUCTION" and/or in such other name (s) as the parties may from time to time mutually agree upon.

#### 2. NATURE OF BUSINESS :-

That the nature of business of the Partnership Firm shall be mainly of real estate promotion and development including purchase/sales and construction and development of all sorts of real estates and infrastructures as well as renting and leasing facilities of real estates and providing other allied services. However, the firm may also deal on other lines of trade/business in future, provided both the parties mutually give consent there upon.

## 3. COMMENCEMENT OF BUSINESS :-

That the partnership business shall be deemed to have commenced from 08th day of June, 2020.

## 4. REGISTERED OFFICE :-

That the Principal place of business and registered office of the firm shall be located at 498 (NEW), WARD NO. 55 / 31 (A.M.C.), GOPALPUR, G.T. ROAD (WEST), P.O. ASANSOL-713304, DISTRICT PASCHIM BARDHAMAN. However, the location may be changed and shifted and new branch/branches may be opened/closed at any time and at any place with the mutual consent of all the partners.

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#### 9. BANK ACCOUNTS :-

That, the Firm shall open Current Accounts and/or Saving Accounts in its name with any branch/branches of any Schedule Bank/s or any other Banks/Financial Institution/Private Banks in India and abroad and such accounts of the firm shall be operated solely by the First Party / Managing Partner Sri Tapas Chatterjee. However, the same can be changed at any time in future as the partners will mutually agree.

#### 10. INTEREST ON PARTNERS CAPITAL :-

That, simple interest not exceeding 12% P.A. shall be paid / payable by the Firm to its partners on the amount of Capital standing to their credits.

## 11. REMUNERATION TO PARTNERS :-

That, the partners shall be the working partners of the firm and the remuneration shall be paid / payable by the Firm in the following manner:-

That, eligible remuneration as being worked out on book Profit of the Firm in accordance with the Provision of 40b(v) of the I.T. Act, 1961 shall be treated as minimum and maximum remuneration and the same shall be paid / payable by the firm to all the full time participating partners in accordance with the profit sharing ration

Vide clause No. 5 to this Deed.

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## 12. DEATH / DEMISE OF PARTNERS :-

That, in the event of death or demise of any partner the other partners may admit the legal representatives or heir/s of the deceased partner. However, none of the partners can transfer his/her share or interest in the business of the firm to any third party without the written consent of the remaining partners.

#### 13. NEW PARTNERS :-

That, no new partner shall be introduced into the firm without the consent of all the partners. The goodwill (if any) for such purposes will be valued as may be agreed upon between the partners.

### 14. DISSOLUTION :-

That, in the event of dissolution of the Partnership Firm by any means whatsoever, a general account and valuation of Assets and Liabilities of the Partnership business shall be prepared immediately and properly audited by a competent auditor. The net Profit shall be distributed as per "Clause No. 5" to this Deed between the partners, provided always that if the profits is less than the liabilities then such loss be made good as per "Clause No. 5" to this Deed by the Partners.

## 15. AUTHORITY & DUTY OF PARTNERS :-

That, both the partners shall have full authority in all respect and affairs to conduct, to run, to do anything for the betterment and extension of the business of the Firm provided however the same can be changed mutually by resolution.

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# 16. REGISTRATION/TRANSFER OF PROPERTY:

That the Registration of the Conveyances or the Sale Deeds and/or Agreement for Sale or any type of transfer including purchase, sale, agreement, lease, mortgage, gift, exchange, etc. of the land and property belonging to the Partnership Firm shall be executed by the First Party / Managing Partner Sri Tapas Chatterjee on behalf of the Partnership Firm before the appropriate Registrars, Sub-Registrars, District Registrars, Assurances, etc. within the State of West Bengal. However, the same can be changed at any time in future as the partners will mutually agree and the execution of the conveyances will be done as per the resolution of the Partnership Firm.

#### 17. ARBITRATION :-

That, in case of differences of opinion between the partners with regard to the partnership business the same shall be referred to Arbitration under the provision of the Arbitration Act, then in force.

#### 18. **MODIFICATIONS:**

That, the terms and conditions of this Deed may be altered, deleted and/or supplemented, in writing, by mutual consent of both the partners.

#### AND

## MISCELLANEOUS PROVISION :-

That, as regards all other matters which have not been expressly provided hereinabove, the Partnership in that regards, shall be governed as per the provision of the Indian Partnership Act, 1932 or statutory modification thereof.

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IN WITNESS WHEREOF the partners hereto sign and execute this Deed of Partnership on the day, month and year first above written in presence of the following witnesses.

### WITNESSES:-

1. Shaurtik Chalentearty C/O Lato Shamlohu noth Chakraboty Gropalpeer. G. T. Road. Teles challey

Asansoz-713304.

SIGNATURE OF THE FIRST PARTY

Ranader Chatterin.

SIGNATURE OF THE SECOND PARTY

Drafted and prepared by me and printed in my office.

Advocate, Asansol Cour

Enrol. No. WB/1116/1999.

filled Authenticated attested that न्युनिबी Instrument "A" being executed admitted identified by the respective Signatories before me

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