

20/10/19



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AC 970472

Shankar Chatterjee
Subrata Chatterjee

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made on
this the 14/10 day of October 2019.

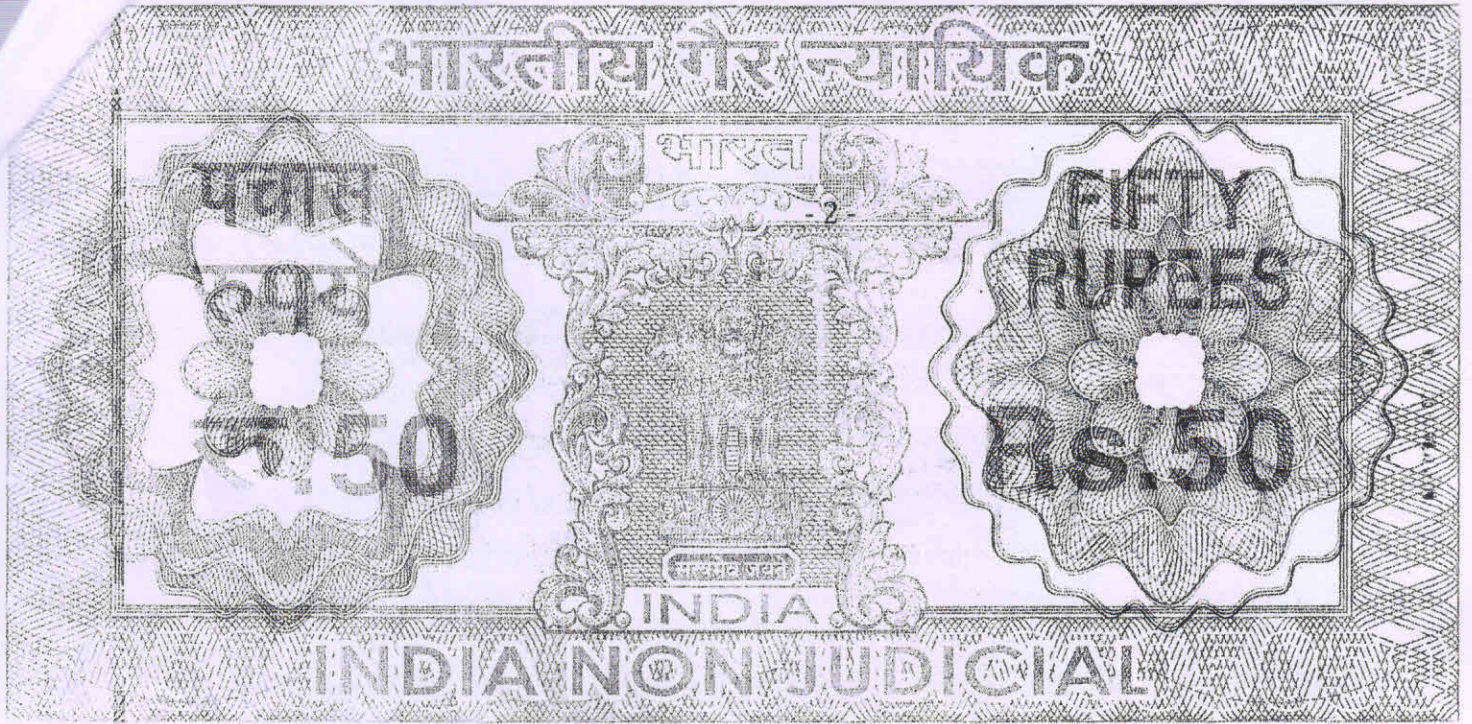
BETWEEN

SRI SHANKAR CHATTERJEE, son of Sri Subrata Chatterjee, resident of
Mayanir, Silicate Factory Road, Durgamandir, Asansol - 713303, P. S. Asansol
South, Dist. Paschim Bardhaman, hereinafter called and described as the
FIRST PARTY;

14 OCT 2019

No. 934 Date 14/9/19 Value Rs. 12
Purchaser's Name *Chame Ranthors*
Address
Purchased from Asansol Treasury on 12 SEP 2019
Stamp Vendor

[Signature]
(Sri Joy Prakash Shaw)
A.O.S.R. Office: Asansol
Dist. Burdwan (W.B.)
Licence No. 1/89



पश्चिम बङ्ग पश्चिम बंगाल WEST BENGAL

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Shanku Chatterji

Subrata Chatterji

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AND

SRI SUBRATA CHATTERJEE, son of Late Phakir Chandra Chatterjee, resident of Mayanir, Silicate Factory Road, Durgamandir, Asansol - 713303, P. S. Asansol South, Dist. Paschim Bardhaman, hereinafter called and described as the SECOND PARTY;

The expressions of the first and second parties shall, unless otherwise repugnant to or excluded by the context, include all their respective legal heirs, successors, administrators and/or assigns.

Shankar Chatterjee
Sankar Chatterjee

WHEREAS the First Party has already been running a business of construction, building, promotion, development of building, residential accommodation, market complex, shops etc. under the name and style of "**CLASSIC REALTORS**" as sole owner and proprietor and its principal place of the business is at P. C. Chatterjee Market, G. T. Road, Rambandhu Tala, Asansol - 713303, PS Asansol South, Dist Paschim Bardhaman.

WHEREAS due to financial crisis, lack of infrastructure, manpower, etc. the first party is no longer capable to run the aforesaid business as sole owner and proprietor and as such the First Party approached the Second Party to join him to run the aforesaid business as partnership firm in the same name and style, i.e. "**CLASSIC REALTORS**" on fixed percentage basis as working partner.

WHEREAS the Second Party agreed with the proposal of the First Party upon the terms and conditions to which all the parties have mutually agreed to have the said terms and conditions to be reduced in writing as hereunder.

IT IS, THEREOF, HEREBY MUTUALLY AGREED TO BY AND BETWEEN ALL THE PARTIES HERETO AS FOLLOWS :

1. That both the parties shall be deemed to be the partners of the aforesaid partnership firm, viz "**CLASSIC REALTORS**" only upon or after execution of this Partnership Deed under provision of Indian Partnership Act, 1932 as amended upto date.
2. That the name of the Partnership Firm shall continue to be "**CLASSIC REALTORS**" with its office to be situated at P. C. Chatterjee Market, G. T. Road, Rambandhu Tala, Asansol - 713303, PS Asansol South, Dist Paschim Bardhaman.
3. That the principal place of business of the Partnership Firm shall be situated at P. C. Chatterjee Market, G. T. Road, Rambandhu Tala, Asansol - 713303, PS Asansol South, Dist Paschim Bardhaman or in such other place or places as may be decided time to time.

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Shankar Chakraborty
Secretary

4. That the business of the firm shall be construction, building, promotion, development of building, residential accommodation, market complex, shops etc. or any other business that may be found financially viable or profitable for the firm.
5. That **the First Party** already purchased a property admeasuring 4 (four) Cottahs 12 (twelve) Chhattak in RS Plot No. 2179 under RS Khatian No. 537 within Mouza Asansol Municipality vide 2 Nos. regd. Deed of Sale bearing Nos. 190302924/2015 & 190302925/2015 both of A.R.A.-III, Kolkata AND **the Second Party** also purchased a property measuring 8 (eight) Cottahs 8 (eight) Chittaks in RS Plot No. 2167, 2169 & 2170 under RS Khatian No. 388, 572 & 481 (14815) within Mouza Asansol Municipality vide 4 Nos. regd. Deeds of Sale bearing Nos. 0258/2003, 020502466/2017, 020504669/2017 & 020507371/2017 all of A.D.S.R., Asansol AND **the Second Party** also purchased a property measuring 18 (eighteen) Cottahs in RS Plot No. 702 & 703 under RS Khatian No. 816 of Mouza Asansol vide a regd. Deed of Sale bearing No. 5110/2008 of ADSR, Asansol (all the above mentioned properties are within P.S. Asansol South, District Paschim Bardhaman (previously under Burdwan) and from the date of this execution of the partnership the above mentioned properties of the First Party and the Second Party shall be deemed to be properties of the said partnership firm.
6. That all the immovable properties will be purchase, take on lease and/or otherwise acquired by the parties in future in the name of the parties of this partnership firm or on behalf of the firm shall be deemed to be the properties of the Firm.
7. That the respective shares of the partners mentioned as follows:
 - (a) First Party : 50%
 - (b) Second Party: 50%



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Shankar Chaudhary
Sachin Chaudhary

8. That the Banking Account(s) of the firm shall be opened in any Bank at any place and the said Banking Account(s) shall be operated by any one of the parties or by way to be decided by the parties time to time.
9. That both the parties shall be entitled to or shall has the power to discuss, consult, negotiate with any person or persons or Company/Companies, Association(s) etc. for the purpose of running the business and day to day matter.
10. That both the parties shall be entitled to institute or initiate or to defend any suit or legal proceedings, in the name of the firm, before Competent Courts of Law against any person or persons, body or individuals, association(s), Government (State & Central), Corporate Body, Statutory Authority or any other Public Offices or Officers or individual or any other authority whatsoever in connection with or touching upon or relating to any matter or matters whatsoever in connections to the firm.
11. That both the parties shall be entitled, in the name of the firm, to appoint Advocate or to execute Vakalatnama, Plaint, Written Statement or Memorandum of Appeal or any other Applications or petitions whatsoever or to file Affidavit before any Courts of Law whatsoever and to produce evidences both oral and documentary relating to any matters whatsoever touching upon the whole or any part of movable/immovable properties belonging to the firm or in respect of any matter or affair relating to the interest of the firm or the parties.
12. That both the parties shall be the working partner. They will attend to, look after and manage the business of the firm diligently and honestly to the best of their ability. That they will be entitled to remuneration out of the income of the firm as under :

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a) On the first Rs. 300000/- : Rs.150000/= or at the rate of

Shankar Chaitin
S. Chaitin

of Book Profit ,or 90 % of the book profit
in case of loss whichever is more
b) On the balance : At the rate of 60%.
of the Book Profit

Book profit means the net profit, as shown in the Profit & Loss A/c for the relevant previous year computed in the manner laid down in 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 amount has been deducted while computing the net profit.

13. That the capital invested by each partner shall be entitled to interest @ 12% per annum on the balance standing in their credit at the beginning of the year or at the rate of interest as may be fixed by the parties time to time.
14. That on the last day of March of each English Calendar year during the continuance of the partnership business books of account of the firm shall be closed and a profit & loss account for the year and a Balance Sheet as at the date thereof shall be prepared. The parties shall sign the aforesaid account and balance sheet. The said account and balance sheet when so signed shall be conclusive except if a manifest error be discovered therein within 2 months after so signing thereof such error shall forthwith be corrected. If however any or more of the parties do not sign the accounts and balance sheet, true copies of these will be sent to all parties and if no party objects to the said accounts and balance sheet within a month thereof these shall be taken as conclusive and no partner will be entitled to raise any objection thereafter.
15. That any party may retire from the partnership on giving the another party not less than one calendar month previous notice in writing of his intention to do so, and at the expiration of such notice the partnership shall, as regards the party giving such notice, stand dissolved and the

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Shankar Chabria
Subrata Chabria

other partner who may purchase the share of the retiring party at the valuation to be fixed as in the case of a deceased party.

16. That both the parties shall keep proper books of account. The books of account, securities, vouchers, bills, invoices, documents etc. of the firm shall be kept at the registered office of the firm for the time being and be open to inspection by each partner or his duly authorized representative at all reasonable time with power to take copies at his own costs.
17. That in the event of death or demise of any partner or parties in course of running the Partnership Business, the Partnership Firm shall not be dissolved but the partnership business shall be continued and run by the surviving parties of the firm by taking the legal heirs / representatives of such deceased partner(s) into the firm as Parties in place(s) of such deceased partner(s). In cases of more than one such legal heirs / representatives to be left behind by such deceased partner(s), one of the legal heirs / representatives shall be nominated by all such legal heirs/representatives, in cases of each of such deceased partner(s), to represent and replace such partner.
18. That all the liabilities, dues, etc. of the firm upto the date of this presents (i.e. during the period of proprietorship category of the said firm) shall be borne by the First Party only.
19. That in the event of any differences, disputes or controversies if so arise between the partners of the firm relating to or touching upon any matter, thing or affair of the partnership business or in relation to the interpretation or any question arising out of the present Deed of Partnership, the said disputes, differences or controversies shall be referred to a arbitrator appointed by the parties and the decision or award to be given by said arbitrator under the provision of the Arbitration and Conciliation Act, 1996.

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20. That the expression/s is/are mentioned or not mentioned in this deed but relevant to the firm shall be interpreted under the guidance of Indian Partnership Act, 1932 as amended upto date.

IN WITNESS WHEREOF both the parties hereto set hereunto their respective hands and put their signatures and seals on these presents on the date, month and year mentioned at the outset.

WITNESSES:

1. *Pratap Banerjee*
S/o. L.N. Banerjee
1/10, Mohishita Colony
Asansol - 713303

Signatures of the Parties

1. *Shankar Chatterjee*
(SHANKAR CHATTERJEE)
(First Party)

2. *Arijit Chatterjee*
S/o Khitish Chatterjee
PO:- Nizah Colony
Dist:- Burdwan

2. *Subrata Chatterjee*
(SUBRATA CHATTERJEE)
(Second Party)

Identified by me:

Nabanita Banerjee

(NABANITA BANERJEE)
Advocate

Certified Authenticator attested this original instrument as being correctly admitted identified by the above Signatures

Nabanita Banerjee

ASIM BANERJEE
NOTARY Reg. No. 12209
Govt of W.B. Asansol-713303

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