PRABIR KUMAR MITRA

Notary Kolkata Professional Address:
C.M.M.S'S. Court
Member of the Bar
& Advocate Association
2, Bankshall Street
Kolkata-700 001

# Notarial Certificate

( Pursuant to section 8 of the Notaries Act. 1952)

TO ALL TO WHOM THESE PRESENTS Shall come I PRABIR KUMAR MITRA duly authorised by the State Government to practise as a Notary do hereby verify authenticate, certify attest as under the execution of the instrument annexed hereto collectively marked 'A' on its being executed, admitted, and identified by the respective signatories as to the matters contained therein, presented before me.

According to that this is to certify authenticate and attest that the annexed instrument "A" is the

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PRIMA 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 some.

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NOTARIAL STAMP

PRABIR KUMAR MITRA NOTARY

1 4 AUG 2013



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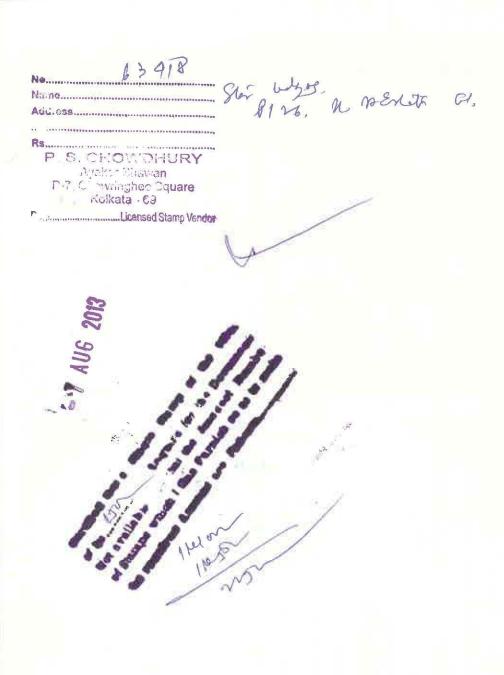
DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made this the 7<sup>TH</sup> day of August, Two Thousand Thirteen BETWEEN (1) SHRI SEKHAR DUTTA CHOUDHURY, son of Late Sanjib Dutta Choudhury of 55A, Rastraguru Avenue, Kolkata - 700 028 herein referred to as partner (which term or expression shall, unless excluded by or repugnant to the context, be deemed to mean and include the heir, executors, administrators and assigns) Partner of the FIRST PART, (2) SHRI RAJIB GUPTA, Son of Late Nani Gopal Gupta, Hindu Businessman, resident of P-126, Kalindi Housing Estate, P.S. Lake Yown, Kolkata -700089, hereinafter referred to as partner (which term or expression shall, unless excluded by or repugnant to the context, be deemed to mean and include the heir, executors, administrators and assigns) Partner of the SECOND PART, (3) SHRI KANAI LAL DUTTA, Son of Late Amarendra Nath Dutta, Hindu Businessman resident of Post Office Road, P.O. - Habra, P.S. Habra, 24Parganas (North), PIN -743263.hereinafter referred to as partner (which term or expression shall, unless excluded by or repugnant to the context, be deemed to mean and include the heir, executors, administrators and assigns) Partner of the THIRD PART, (4) SHRI DIPAK KUMAR GUPTA, Son of Late Satyaranjan Gupta, Hindu Businessman resident of 1, Madan Mohan Talla Street, P.S. - Shyampukur, P.O. - Hatkhola, Kolkata -700005.hereinafter referred to as partner (which term or expression shall, unless excluded by or repugnant to the context, be deemed to mean and include the heir, executors, administrators and assigns) Partner of the FOURTH PART,

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WHEREAS the Partners of the First, Second, Third and Fourth Parts have agreed to carry on the business of Construction of flats, shops, garages and all types of civil construction on partnership basis.

AND WHEREAS it was agreed between the partners to reduce into writing the terms and conditions under which the partnership shall be carried on.

### NOW THIS INDENTURE WITNESSETH AS UNDER:

### 1. TRADE NAME:

3000

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The name and style under which the partnership shall be carried on shall be

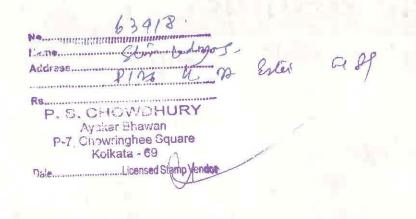
### "STAR UDYOG"

### **EFFECTIVE DATE:**

That the Partnership shall be deemed to have commenced on and from 7<sup>TH</sup> day of August, 2013.

### 3. BUSINESS PREMISES:

The Registered Office of the firm shall be at P-126, Kalindi Housing Estate, P.S. Lake Town, Kolkata -700089. But the partners shall have the right to shift the office to any other convenient place and open and close branches and agencies as per the needs of the business.



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### 4. BUSINESS:

The business of the Partnership firm shall be to purchase and develop Land & Buildings and to sell, transfer and / or dispose of the flats shops, garages, and market complex to be constructed on ownership basis or on such other basis, as the partners in their discretion shall decide. The partnership shall purchase land premises for the aforesaid purposes and make such alterations, modifications and variations as may be deemed necessary from time to time.

The partners shall have option to embark upon any other real-estate business or upon any new line of business as may be mutually agreed upon.

### 5. DURATION:

The Partnership shall continue as long as the partners may desire.

### 6. CAPITAL:

The Capital of the Partnership firm shall consist of amount contributed by the partners or any one of them as per business requirements irrespective of their profit sharing ratio. The Partners have brought in initial capital as follows:

1) SHRI SEKHAR DUTTA CHOUDHURY	
2) SHRI RAJIB GUPTA	₹. 45,000.00
	₹. 45,000.00
3) SHRI KANAI LAL DUTTA	₹. 90,000.00
4) SHRI DIPAK KUMAR GUPTA	
	₹. 20,000.00

## 7. INTEREST ON CAPITAL:

That all the Partners shall be allowed simple interest on Capital @ 12% p.a. subject to availability of profits.

# 8. REMUNERATION OF PARTNERS:

That the partners of all the parts are working partners and shall be allowed remuneration as follows subject to availability of profits.

### A) Upto Income of Rs. 3,00,000/-

- 1) SHRI SEKHAR DUTTA CHOUDHURY
- 2) SHRI RAJIB GUPTA
- 3) SHRI KANAI LAL DUTTA
- 4) SHRI DIPAK KUMAR GUPTA
- ₹. 33750/- or 20.25% of such income whichever is more.
- ₹. 33750/- or 20.25% of such income whichever is more.
- ₹. 67500/- or 40.50% of such income whichever is more.
- 15000/- or 9.00% of such income whichever is more.

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### B) On Balance amount

I) SHRI SEKHAR DUTTA CHOUDHURY	13.5% of such income.
2) SHRI RAJIB GUPTA	13.5% of such income.
3) SHRI KANAI LAL DUTTA	27.0% of such income.
4) SHRI DIPAK KUMAR GUPTA	6.0% of such income

### 9. PROFIT SHARING RATIO:

The Partners shall share profit or the loss of the business after allowing interest on capital as per clause No. 7 and remuneration as per clause No. 8 in the following proportions.

	Share in Profit / Loss
1) SHRI SEKHAR DUTTA CHOUDHURY	22.5%
2) SHRI RAJIB GUPTA	22.5%
3) SHRI KANAI LAL DUTTA	45.0%
4) SHRI DIPAK KUMAR GUPTA	10.0%

### 10. ACCOUNTING YEAR:

That the first books of accounts of the partnership shall be closed on the 31st day of March, 2014 and subsequent from 1<sup>st</sup> April to 31<sup>st</sup> March every year.

### 11. BANKERS:

The Bank account of the firm shall be opened in one or more banks as per the needs of the business and shall be operated upon by any two Partners out of the four Partners, jointly or in such manner or through such persons as may be agreed upon by the partners from time to time.

### 12. ACCOUNTS:

That proper books of account shall be kept by the partners and proper entries made therein of all receipts and payments. The books shall be kept at the registered office of the partnership and all the partners or their agents shall have free access at all reasonable time to examine and take copy of the same.

### 13. <u>ADMISSION OF NEW PARTNERS</u>:

The Partners may by mutual consent and on such terms and conditions as they shall decide upon, take in new partner or partners in the said partnership business.

### 14. RETIREMENT:

Any Partner may retire by giving two months' notice or at any time if all the partners so agree. On retirement of any of the partners the remaining partners may carry on the business with or without new partners.

### **DEATH OF A PARTNER:**

In the event of death of any of the partners the business shall not be discontinued but shall be continued by the surviving partners with the legal heir or heirs of the deceased partners.

### 16. RESTRICTION ON PARTNERS:

That no partner shall without the written consent of other partners employ any money, goods or effects belonging to the partnership or engage credit thereof in any manner except on account of the said Partnership. That no partner shall have the authority to raise any loan from the firm without the consent of the other partners. That the stock-in-trade, capital or property of the partnership as well as of any partner shall in no way be liable for any personal debt of the other partners.

### 17. NOTICE:

That all notices required to given to any of the partners hereunder shall be deemed to be duly served, if addressed to such partner, at the registered office of the firm.

### 18. SIGNING OF DOCUMENTS:

That any two Partners jointly, out of the Four Partner shall have right to sign, ratify and execute any agreement and / or document, before any authorities, related to the Partnership business. Any signature thus made in good faith by any of the two Partners jointly, shall be binding to the parties and the Firm.

### 19. RIGHT TO MODIFY RELATION:

The partners may at any time by mutual consent change, alter, add to, delete, vary or modify any of the terms of the partnership as may be thought necessary and expedient in mutual interest.

### 20. GOODWILL:

In case of retirement or death of any of the partners, the retired or deceased partner shall have no right to claim any goodwill from the said firm.

### 21. DISSOLUTION:

In case of dissolution of the firm the assets and liabilities of the firm shall be dealt with as per the provisions of the Indian Partnership Act, 1932 in this regard.

### 22. <u>SETTLEMENT OF DISPUTES</u>:

All disputes and questions whatsoever which shall arise during the partnership or afterwards between the partners or their respective representatives or between one partner and the representatives of the other partners relating to the business or affairs of the firm or the rights, duties and liabilities of any person under this instrument shall be referred to one Arbitrator if the parties

gree upon one, otherwise in accordance with and subject to the provisions of the Arbitration Act, 1940.

### 23. OTHER MATTERS NOT SPECIFICALY STATED:

The Partnership Act, 1932 shall apply to this partnership in so far as it is not abrogated by the terms herein above mentioned.

IN WITNESS hereof the parties of all parts have signed this instrument the day, the month and year first above written.

SIGNED, SEALED AND DELIVERED.

In the presence of

**SIGNATURES** 

1.

Stonta Chondry.

(FIRST PART)

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(SECOND PART)

2.

Kanan du Duta

(THIRD PART)

(FOURTH PART)

C.S.A. HETTA MATTER

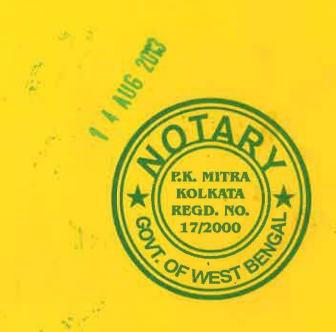
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### INSTRUMENT "A"

DATED



DATED......DAY OF......20



PRABIR KUMAR MITRA
NOTARY PUBLIC, KOLKATA

Professional Address:
CHIEF METROPOLITAN MAGISTRATE COURT
2 & 3, Bank Shall Street, Kolkata - 700 001
Resi.: 129, Jessore Road
(Shyam Nagar Bus Stop)
Kolkata - 700 955
Mobile: 98300 60630 PRABIR KUMAR MITAA

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