

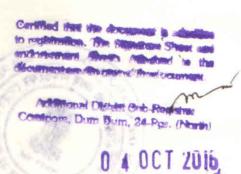
W-941/2016



পশ্চিমরুঙ্গ पश्चिम बंगाल WEST BENGAL

F. 10 7 55 (F)

0-1506-1-365360/16



DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made this 3rd day of October in the year Two Thousand Sixteen (2016) of the Christian Era.

BETWEEN



পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGA

T 806622

(2)

SRI PRADIP DE (PAN - AGUPD7509D) son of Late Amal Dey, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 68/129, Jessore Road, Amarpally, P. S. Dum Dum, P. O. Motijheel, Kolkata-700074, District North 24 Parganas, hereinafter called the "FIRST PARTNER" (which terms or expression shall unless excluded by or repugnant to the context and always include his heirs, successors, administrators, legal representatives and assigns) of the FIRST PART.

AND

SRI SURAJIT CHANDA, (PAN - AYCPC6306R) son of Sri Narayan Krishna Chanda, by faith Hindu, by Occupation – Business, by Nationality – Indian, residing at 173, South Masunda, P.S. & P. O. New Barrackpore, Kolkata – 700131, District 24 Parganas North, hereinafter called the "SECOND PARTNER" (which terms or expression shall unless excluded by or repugnant to the context and always include his heirs, successors, administrators, legal representatives and assigns) of the SECOND PART.

AND

SRI NARAYAN KRISHNA CHANDA (PAN – AGPPC8229C) son of Gopal Krishna Chanda, by faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 173, South Masunda, P.O. & P.S. New Barrack pore, Kolkata – 700131, District North 24 Parganas, hereinafter called the "THIRD PARTNER" (which terms or expression shall unless excluded by or repugnant to the context and always include his heirs, successors, administrators, legal representatives and assigns) of the THIRD PART.

<u>WHEREAS</u> the Parties herein desire to carrying on a Partnership basis as construction, developing, promoting and purchaser and sell of land/property i. e. real estate business and other allied business under the name and style "<u>SKYBLUE CONSTRUCTION</u>" a Partnership firm, having its registered Office at 173, South Masunda, P.O. & P.S. New Barrackpore, Kolkata – 700131, District North 24 Parganas.

AND WHEREAS the parties hereto desire that the terms and conditions on which they have mutually agreed to carry on business in Partnership, be reduced to writing in a formal Deed of Partnership, be reduced to writing in a formal Deed of Partnership in order to safeguard their respective interest between themselves or their legal representatives.

NOW THIS INDENTURE WITNESSETH and it is agreed and covenanted with each other between themselves as follows:-

1.FIRM NAME AND OFFICE: That the Partnership shall be carried on under the name as style "**SKYBLUE CONSTRUCTION**", a Partnership firm, having its registered Office at 173, South Masunda, P.O. & P.S. New Barrackpore, Kolkata – 700131, District North 24 Parganas, and its Branch Office or City Office shall be on such other place as the parties will decide by mutual consent and may consider foe this Partnership.

2.COMMENCEMENT & DURATION: That partnership shall be deemed to have been commenced with effect from this 3rd day of October, 2016 and this partnership shall be at the will of the parties.

3.NATURE OF BUSINESS: That the nature of business of partnership shall be construction, developing, promoting, purchase and sell of land/property i.e. real estate business and other allied business parties may deem fit and proper.

PROVIEDE THAT the partners hereto mutual written consent may take over other business which is suitable for this Partnership business and the Partners may convert this partnership business into a Private Limited Company for the betterment of business.

4. CAPITAL INVESTMENT INTEREST & FUND:

- a) That the initial capital investment & the firm will be of Rs. 4,00,000/- (Rupees Four Lakh) only and same will be contributed by the partners in the following:
 - i) SRI PRADIP DE

Nil

ii) SRI SURAJIT CHANDA

Rs.3,00,000/-

iii) SRI NARAYAN KRISHNA CHANDA

Rs.1,00,000/-

- b) That the parties also entitled to raise fund for their aforesaid business by taking loan any financial Institute or from any Nationalized Bank, Commercial Bank and any other financial Institution.
- c) Any Cash receipt by any partner/s deposit into Bank Account.
- 5. SHARE OF PROFIT & LOSS OF THE: That the profit and Loss of the firm shall be made by the Partners in the following manner:-

i) SRI PRADIP DE

25%

ii) SRI SURAJIT CHANDA

50%

iii) SRI NARAYAN KRISHNA CHANDA

25%

That the Net Profit and Loss of the Partnership business shall be made after adjustment of all expenses, salary, bonus, commission, interest on Loan and interest on Capital of the partners if provided or desirous to get as per provisions under Section 40 (B) (v) of the Income Tax Act, 1961.

6. SALARY & BONUS:

That all the partners except first partner of the firm shall be entitled to get remuneration of Rs. 10,000/- (Rupees Ten Thousand) only per month which will be permissible to the maximum limit as per Income Tax Amendment Act. 1992.

7. BOOKS OF ACCOUNTS:

a) That the Book of Accounts of the firm shall be kept and maintained in English according to financial year and for the first time / first years account will be from the date of execution to last day of March and thereafter according to financial year.

Sky Blue Construction

- b) That the Balance Sheet, Profit & Loss Account, Capital Account of the partnership firm shall be made yearly basis and after due audit by an Accountant or by a Chartered Accountant all parties shall put their respective signature over the same and then will be treated as final.
- c) That all the book of account, bill, vouchers and all important documents and papers shall be kept the place of business and all the partners shall have right to inspect the same within working hours and also entitled to take Xerox copy of the same. Any expenditure shown in voucher.
- 8. BANK ACCOUNT: The partners (except first partner) may-open one or more account or accounts with one or more bank as they mutually decide from time to time and the same shall be opened, operate and close under signing by jointly second and third partner/s. However the existing Bank Account of the business will continue or any New Bank Account will operate by jointly second and third partner/s. Any type of sale agreement, development agreement, any instrument registration, municipal documents, any suit, Vokalatnama and others relating papers signing by jointly second and third partner/s out of three partner/s of this firm.
- 9. RETIREMENT AND DISSOLUTION: That each partner shall have right to retire from the business at any time but the retiring partner shall have to give written notice to the other partners at least 3 (three) months before retirement and after expiry of such notice retiring partner will be only entitled to get refund his/her investment with Profit and Loss as per Capital A/c, and Final Account of the firm.

Retiring partner or any other partner will not be entitled to sale of his respective share to any third party. After retirement and/or at the time of retirement a Deed of Retirement shall be executed by the retiring partner, in case of death of any partner, this firm shall not be dissolved only major legal heirs of the deceased partner will be entitled to take part on the business if the legal heirs desires otherwise the legal heirs of the deceased partner are entitled to get refund their benefits, If the heirs of the deceased desirous to continue the business then a new Deed of partnership be made by admission of the legal heirs of the deceased partner. If the parties desire to dissolve their business mutually on that event also a Deed of Dissolution will be made by and between the parties.

- 10. IMPLIED CLAUSE: That all partners shall be just and faithful to each other in all transaction relating to the business and at all times be responsible to give answer to other partners just and faithful accounts of the partnership affairs.
- 11. RESTRICTION CLAUSE: No partner shall, during the continuance of partnership without the consent of the other partner giving in writing do any of the following things:-
- a) Lend any money or deliver on credit any goods belong to or otherwise give credit on behalf of the partnerships firm as agreed to speculate in the funds of partnership;
- b) Transfer movable or immovable property belonging of the firm;

- c) Admit any liability in a suit proceedings against the firm;
- d) Acknowledge any debts due from the partnership so as to extent the period of limitation for a suitable for the recovery of such a debt.
- 12. SPECIAL AGREEMENT: that the partnership shall be governed by the provision of the Indian Partnership Act. 1932 or any other statutory modification thereof from the time being in force save and except the provisions made hereinabove.
- 13. ARBITRATION CLAUSE: That in case of any dispute or difference of this partnership or interpretation of the contents of this instrument of partnership then same shall be referred to the Arbitrator of the respective partners which shall be appointed by the Partner according to their choice and the decision of the Arbitrators or Umpires shall be final parties are bound to accept the same subject to the Indian Arbitration and conciliation Act 1996 or any other law for the time being in force.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:-

Partner

SIGNATURE OF THE FIRST PARTY

Sky Blue Construction

SIGNATURE OF THE SECOND PARTY

Sky Blue Construction

Partner

artner

SIGNATURE OF THE THIRD PARTY

Drafted & Explained by me :-

Mr. Pronoy Kumar Singha

Advocate

High Court Calcutta 9830236264/9830256264 Bar Association Room No.5 Regn. No. WB/388/07

SPECIMEN FORM FOR TEN FINGERPRINTS



Major Information of the Deed

Deed No :	IV-1506-00941/2016	Date of Registration	10/4/2016 1:52:47 PM						
Query No / Year	1506-1000365360/2016	Office where deed is r	egistered						
Query Date	03/10/2016 5:39:32 PM	A.D.S.R. COSSIPORE DUMDUM, District: North 24-Parganas							
Applicant Name, Address & Other Details	Pronay Kumar Singha High Court Calcutta, Thana: Han 700001, Mobile No.: 983023626	re Street, District : Kolkata, WEST BENGAL, PIN - 64, Status :Advocate							
Transaction		Additional Transaction							
[4201] Partnersip, Partners	hip								
Set Forth value Stampduty Paid(SD) Rs. 150/- (Article:46A)		Market Value Registration Fee Paid Rs. 7/- (Article:E)							
						Remarks	R page 1		<u> </u>

Partner Details:

No	Name, Address, Photo, Finger print and Signature					
1	Name	Photo	Fringerprint	Signature		
	Shri Pradip De Son of Late Amal Dey Executed by: Self, Date of Execution: 03/10/2016 , Admitted by: Self, Date of Admission: 04/10/2016 ,Place : Office			As dul.		
		04/10/2016	LTI 04/10/2016	04/10/2016		
	68/129 , Jessore Road, P.O:- Motijheel, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700074 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AGUPD7509D, Status: Individual					
2	Name	Photo	Fringerprint	Signature		
2	Name Mr Surajit Chanda Son of Shri Narayan Krishna Chanda Executed by: Self, Date of Execution: 03/10/2016 , Admitted by: Self, Date of Admission: 04/10/2016 ,Place : Office	Photo	Fringerprint	Swahlthane		
2	Mr Surajit Chanda Son of Shri Narayan Krishna Chanda Executed by: Self, Date of Execution: 03/10/2016 , Admitted by: Self, Date of Admission: 04/10/2016 ,Place	Photo	Fringerprint			

Name	Photo	Fringerprint	Signature
Mr Narayan Krishna Chanda Son of Late Gopal Krishna Chanda Executed by: Self, Date of Execution: 03/10/2016 , Admitted by: Self, Date of Admission: 04/10/2016 ,Place : Office			(Ashanda
. Office	04/10/2016	LTI 04/10/2016	04/10/2016

173 , South Masunda, P.O:- New Barrackpore, P.S:- Ghola, District:-North 24-Parganas, West Bengal, India, PIN - 700131 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AGPPC8229C, Status: Individual

Identifier Details:

Name & address

Mr Pronay Kumar Singha Son of Shri Balaram Singha

High Court Calcutta, P.O:- G P O, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 70001, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Shri Pradip De, Mr Surajit Chanda, Mr Narayan

VIISIIIIa Cilanua

Amyhad Sigha

04/10/2016

Endorsement For Deed Number: IV - 150600941 / 2016

On 04-10-2016

Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 46A of Indian Stamp Act 1899.

Presentation(Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)

Presented for registration at 12:57 hrs on 04-10-2016, at the Office of the A.D.S.R. COSSIPORE DUMDUM by Shri Pradip De , one of the Executants.

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 04/10/2016 by 1. Shri Pradip De, Son of Late Amal Dey, 68/129, Jessore Road, P.O.: Motijheel, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700074, by caste Hindu, by Profession Business, 2. Mr Surajit Chanda, Son of Shri Narayan Krishna Chanda, 173, South Masunda, P.O.: New Barrackpore, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700131, by caste Hindu, by Profession Business, 3. Mr Narayan Krishna Chanda, Son of Late Gopal Krishna Chanda, 173, South Masunda, P.O.: New Barrackpore, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700131, by caste Hindu, by Profession Business

Indetified by Mr Pronay Kumar Singha, , , Son of Shri Balaram Singha, High Court Calcutta, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 70001, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7/- (E = Rs 7/-) and Registration Fees paid by Cash Rs 7/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 150/- and Stamp Duty paid by Stamp Rs 150/- Description of Stamp

1. Stamp: Type: Impressed, Serial no 147, Amount: Rs.100/-, Date of Purchase: 03/10/2016, Vendor name: R Paul

2. Stamp: Type: Impressed, Serial no 148, Amount: Rs.50/-, Date of Purchase: 03/10/2016, Vendor name: R Paul

mm

Mohul Mukhopadhyay
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE
DUMDUM

North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV

Volume number 1506-2016, Page from 18922 to 18934 being No 150600941 for the year 2016.



mm

Digitally signed by MOHUL MUKHOPADHYAY

Date: 2016.10.19 12:51:22 +05:30 Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 19-10-2016 12:51:21 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM West Bengal.

(This document is digitally signed.)