

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL


DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made on this **21st** day of September, 2019.

BETWEEN

- (1) **SRI SWAPAN ACHARYYA (PAN AKWPA1030C)**, son of Late Bhabesh Chandra Acharyya, by Faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at 2/87A, Rabindra Nagar, P.O. Parnasree Pally, P.S. Parnasree, Kolkata- 700060, District- South 24 Parganas, hereinafter called the partner (which expression shall unless excluded by or repugnant to the context be deemed to include his legal heirs, successors, executors, representatives and assigns) of the **FIRST PART**.

Contd/P2


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NOTARY
Regn. No.- 10288/13
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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL




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AND

(2) **SMT. ARCHANA PAUL (PAN ANTPP9438K)**, wife of Sri Ganesh Chandra Pal alias Sri Ganesh Chandra Paul, by Faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at 2/58, Mahendra Banerjee Road, P.O. Parnasree Pally, P.S. Parnasree, Kolkata-700060, District- South 24 Parganas, hereinafter called the partner (which expression shall unless excluded by or repugnant to the context be deemed to include her legal heirs, successors, executors, representatives and assigns) of the **SECOND PART**.

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নং 470 তাং 20.9.19 মূল্য 50/-

ফ্রেতার নাম Gamapati Abadan

সাং 2/87-A, Rabindra Nagar, Kal-60

ডেওয়ার স্বাক্ষর ~~স্বাক্ষর~~ দেওয়া হয়েছে

বেহালা এ. ডি. এস. আর. অফিস



(3) **SRI KARTICK CHANDRA PAUL (PAN CQTPP8456N)**, son of Late Kamal Krishna Paul, by Faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at 2/41, Mahendra Banerjee Road, P.O. Parnasree Pally, P.S. Parnasree, Kolkata- 700060, District- South 24 Parganas, hereinafter called the partner (which expression shall unless excluded by or repugnant to the context be deemed to include his legal heirs, successors, executors, representatives and assigns) of the **THIRD PART.**

NOW THIS INDENTURE WITNESSES and the parties hereby agree as follows:

1. The Parties hereto shall presently become partners of the Firm to run under the name and style **GANAPATI ABASAN** dealing with development of land and construction of building and other allied works presently at 2/87A, Rabindra Nagar, P.O. Parnasree Pally, P.S. Parnasree, Kolkata- 700060, District- South 24 Parganas, reckoning the date of commencement from the 21st day of September, 2019, subject to the terms and conditions hereunder contained and subject to such change in the constitution of the firm, if any, hereafter effected by addition, salary, drawings, withdrawal, retirement or expulsion of Partner or Partners.
2. The name of the present Partnership firm shall be **GANAPATI ABASAN** and the name may be changed hereafter into some other name as desired by the Partners.
3. The business of the firm shall at present be carried on at 2/87A, Rabindra Nagar, P.O. Parnasree Pally, P.S. Parnasree, Kolkata- 700060, District- South 24 Parganas or at such other place or places as the partners may hereafter from time to time determine.

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4. That the present capital of the partnership firm shall presently consist of a sum of Rs. 3,00,000/- (Rupees Three Lacs) only to be contributed in the manner noted below:

- | | |
|---------------------|----------------|
| (i) First Partner | Rs. 1,00,000/- |
| (ii) Second Partner | Rs. 1,00,000/- |
| (iii) Third Partner | Rs. 1,00,000/- |

That the Profit and Loss of the Firm will be shared in the following Ratio:

- | | | |
|---------------------------------|----------|---------------|
| SRI SWAPAN ACHARYYA | : | 33.33% |
| SMT. ARCHANA PAUL | : | 33.33% |
| SRI KARTICK CHANDRA PAUL | : | 33.33% |

5. All outgoings and expenses of the firm shall be paid out of the capital and profits of the business and in case of deficiency, by the Partners in the manner provided hereinabove.

6. Bank Account or Accounts shall be opened preferably with any Nationalized Bank or Banks as the Partners shall from time to time mutually agree upon and all moneys, cheques and other securities belonging to the firm, except those required from the current expenses shall be paid into or deposited with the bank or banks. Such Bank Account or Accounts shall be operated jointly by any two partners.

7. That each partner has agreed to be actively engaged as working partners and they shall be entitled to a remuneration for their taking active part in business activities and the total remuneration payable to working partners shall be maximum amount as per section 40 (b) (V) of the IT Act, 1961 or any other act applicable.

8. That the First Part, Second Part and Third Part entitled to a monthly salary of Rs. 10,000/- (Rupees Ten Thousand) only each respectively. Salary may be increased or decreased as mutually agreed upon by the partners.

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9. All the partners shall punctually pay and discharge their respective separate debts and liabilities, if any, and shall indemnify and indemnified the firm effectually against the same.

10. No partner shall without the consent in writing of the other partner, the firm or other wise compound or settle the same or diminish any for the time being, release or compound any claim or debt due or owing to security without receiving the full amount thereof, or lend any money or deliver on credit goods belonging to, or otherwise give credit on behalf of the firm other than in the usual course of the business of the firm or institute suits or proceedings or make themselves liable as bail or surety for any person or sell, transfer or assign or otherwise deal with either absolute or by way of mortgage or declaration of trust, their share or interest in the firm.

11. All the partners shall attend diligently to the business of the partnership and carry on the same for the greatest advantage of the partners; and neither of them shall be, directly or indirectly, engaged or interested in any trade or business except that of the partnership.

12. The partners shall keep and maintain proper books of account. The books of account securities, vouchers, etc. shall be kept at the business premises and be open to the inspection of each partner or his agent at all reasonable times with power to take copies.

13. On the 31st day of March and on that day of every succeeding year, during the continuance of the partnership, a general account of the preceding year shall be taken and a just valuation made of all the assets and liabilities of the firm; such general account shall be audited by such registered accountant as the partners shall from time to time mutually appoint, and shall be entered in a book and signed by all the partners, and when so signed, the entries in such book shall be binding on all, provided that, if within 12 months from the date of the signing of the book any manifest error shall be found therein, such error, shall be

rectified. All profits (after setting apart an amount equivalent to 10% thereof as Reserve Fund to meet emergent expenses) and loss shall be divided as aforesaid after such signature.

14. The firm shall not stand dissolved upon the death, retirement or insolvency of any partner, but upon dissolution in other cases it shall be wound up and the assets and liabilities dealt with in accordance with the provisions of the Indian Partnership Act.

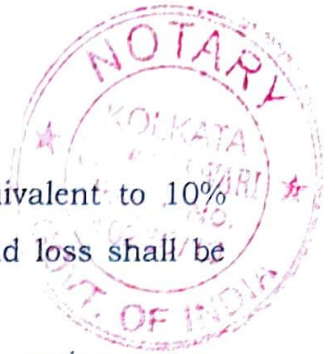
15. If any partner infringes any one of the clauses hereunder or becomes insane, or is adjudicated an insolvent, the other partner may forthwith determine the partnership by notice in writing, any may thenceforth continue the business alone and may publish notice of the dissolution in the local Official Gazette and in local vernacular newspaper, and also inform the Registrar of Firms in writing.

16. Any partner may retire from the partnership at the end of the years, from the date of this deed, on giving to the other partner not less than 3 (Three) calendar months' previous notice in writing of his intention to do so, and at the expiration of such notice the partnership shall, as regards the partner giving such notice, stand dissolved and the partner retiring during the continuance of the partnership shall not, during the remainder of the partnership term, carry on or be interested directly or indirectly in any other business competing or in way interfering with the business of the partnership, within a radius of 10 miles from the site of the firm's premises.

17. Upon the dissolution of the firm either by death of a partner or by notice under cl. (19) the other partners may purchase his/her share in effects at a valuation to be made by arbitrators or their umpire as hereinafter mentioned. The price, when ascertained, shall be paid by three (or etc.) equal installments at the end of four, eight and twelve calendar months (or etc.), from such date of the award by the continuing partner or purchaser, who shall also execute all deeds and things

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necessary for indemnifying the outgoing partner or his estate from all the liabilities of the firm and the partner or his/her estate from all the liabilities of the firm; and the outgoing partner or his/her representatives shall execute all such deeds and documents and do all acts necessary for effectually vesting in the purchaser the share purchased, including the goodwill and the outgoing partner shall not carry on, or be engaged in any business competing with or interfering with the business of the firm, within a radius of 10 miles of, etc., during the remainder of the term of the said partnership term.

18. All notices required to be given to either partner hereunder shall be deemed to be duly served if addressed to such partner at the office of the firm and sent by registered post.

19. Any dispute or differences which may arise between the partners or their representatives, with regard to the construction, meaning and effect of this deed or any part thereof, or respecting the accounts, profits or losses of the business, or the rights and liabilities of the partners under this deed, or the dissolution or winding up of the business, or any other matter relating to the firm, shall be referred to arbitration and the decision of a sole arbitrator, if the parties in dispute so agree, otherwise to two or more arbitrators, according to the number of the partners of the firm one to be nominated by each party or his representative and in case of difference of opinion between them, by the umpire selected by them at the commencement of the reference and this clause shall be deemed to be a submission within the meaning of the Arbitration and Conciliation Act 1996 including its statutory modification and re-enactment.

20. All the partners shall be at liberty to add, amend and alter the terms and conditions of the partnership by mutual consent.

REKHA TEWARI
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C.M.M. & Court
Kolkata - 700 001

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IN WITNESS WHEREOF the parties hereto have executed these presents
on the 21st day of September, 2019 first above-written.

SIGNED, SEALED AND
DELIVERED IN PRESENCE OF:



1. Mili Acharyya.

2/87A - Rabindra Nagar,
Behala, Parnasree,
Kolkata - 700060,

1. SRI SWAPAN ACHARYYA

(FIRST PARTNER)

2. Ganesh Ch. Paul.

2/58, Rabindra Nagar,
Behala, Parnasree,
Kolkata - 700060,

2.

Archana Paul.
SMT. ARCHANA PAUL

(SECOND PARTNER)

3. Saraswati Paul

2/41, Rabindra Nagar,
Behala, Parnasree,
Kolkata - 700060,

3. SRI KARTICK CHANDRA PAUL

(THIRD PARTNER)

Drafted and Prepared by:

Avishek Guha

AVISHEK GUHA

ADVOCATE

HIGH COURT, CALCUTTA

AVISHEK GUHA

Advocate

High Court, Calcutta
130/A, Sagar Manna Road,
Parnasree, Kolkata-700060

REKHA TEWARI
NOTARY

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INSTRUMENT A REFERRED IN
THE NOTARIAL CERTIFICATE

REKHA TEWAR
NOTARY

IDENTIFIED BY ME

Avishek Guha

Advocate

AVISHEK GUHA

Advocate

High Court, Calcutta
130/A, Sagar Manna Road,
Parnasree, Kolkata-700060

NOTARIAL CERTIFICATE

INSTRUMENT "A"

dated _____ day of 21 SEP 2019

with

NOTARIAL CERTIFICATE

dated _____ day of 21 SEP 2019



Mobile : 09748234830

Rekha Tewari

NOTARY PUBLIC

Govt. of India

CMM'S COURT

2, Bankshall Street,
Kolkata - 700 001

Rekha Tewari
B.A., L. L. B.

Professional Address :
2&3, Bankshall Street,
Kolkata - 700 001

Advocate & Notary Public
Govt. of India

Mobile : 9748234830

Sl. No. 02 / 20 19

NOTARIAL CERTIFICATE

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

TO ALL TO WHOM THESE PRESENTS shall come, I, Rekha Tewari duly authorised by the Central 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.

*Original Deed of Partnership
executed by Sri Swapna
Acharyya and others as
per the same*

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 same.

IN FAITH AND TESTIMONY WHERE OF being required of a NOTARY I, the said notary do hereby subscribe my hand and affix me seal of office at Chandernagore on this

the 21 SEP 2019 day of in

the year of Christ 20

21 SEP 2019



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Rk
Rekha Tewari
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