



DEED OF PARTNERSHIP

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Additional Registrar of Assurance Kolkata

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S.B.Road, Rajpur, Kolkata-700149 (Which expression unless repugnant to the context means and include his heirs and successors) hereinafter be referred as the party of the **Second part**, (3) MR. BIKASH AGARWAL, son of Mr. Rajendra Kumar Agarwal, by faith Hindu, by nationality- Indian, by occupation- Business, presently residing at 'Windsor Green' 26, Mahamayatala Mandir Road, Kolkata-700084 (Which expression unless repugnant to the context means and include his heirs and successors) hereinafter be referred as the party of the **Third part** AND (4) MR. SANTONU DAS, son of Gopal Chandra Das, by faith Hindu, by nationality Indian, by occupation-Business, presently residing at 81, Green Park, Narendrapur, Kolkata-700103(Which expression unless repugnant to the context means and include his heirs and successors) hereinafter be referred as the party of the **Fourth part** to this Deed.

WHEREAS the parties of First, Second, Third and Fourth part of this deed have agreed to carry on the business Development, Promoting, Construction of Property/ Properties and to sell the same in partnership under the name and style of M/S MULTILINE GROUP.

AND it is deemed expedient and desirable to reduce the terms and conditions governing to this deed of partnership into writing.

NOW, THEREFORE, THE DEED OF PARTNERSHIP WITNESSTH AS UNDER:

- 1. That the parties hereto shall work jointly in partnership for carrying on the business of Development, Promoting, Construction of Property/ Properties and to sell the same and/or other allied business.
- 2. That the business shall be carried under the name and style of M/S MULTILINE GROUP which may be changed from time to time with mutual consent of the parties to this deed.
- 3. That the place of business of the firm shall be carried on at or from 81, Green Park, Narendrapur, Kolkata-700103 and also at Brinaban Apartment, 588, Mondal Para Road, Mahamayatala, Kolkata-700084 which may be changed from time to time with mutual consent of the parties to this deed.
- **4.** That the business of the firm shall be deemed to have commenced on and from 1st day of January, 2013 and shall be continued to be carried on until determination as it is a partnership **AT WILL**.
- 5. That the initial capital of the firm shall be contributed by both the parties which will appear in the books of accounts. The initial capital of the firm comprises the following:

a) Party of the first part MR. PAWAN AGARWAL..... Rs. 100000/-

b) Party of the second part

MR. SUBHAJIT CHAKRABORTY...... Rs. 100000/-



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(1) Party of the third part NSE, SHE 2014 INC 4007 INC.

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proper books of accounts shall be maintained under the supervision of parties hereto in English or in any other language according to English Gregorian calendar and the said books of accounts shall be closed and Profit and Losses as the case may be and withdrawal, if any, shall be adjusted within four months from the close of each accounting year or as soon as possible thereafter. The first books of accounts on 31.03.2013.

- 11)... That none of the parties shall sell, transfer, assign his or her right, title and interest in the firm in favour of any stranger without the express consent of the other partners. In case of death, however heaven forbids, the heirs of the deceased shall inherit the respective share for which a deed shall be executed.
- 12)... That the parties shall be faithful to each others and shall not do or cause to be done any act, deed or things which may be prejudicial to the interest of the firm or cause any loss or damage. None of the parties shall stand guarantor or bail for any stranger or obtain any loan for and on behalf of the firm without the express consent of the other partners.
- 13)... The partners shall regularly pay and discharge their respective personal debts and liabilities regularly in such way that the assets of the firm are not exposed to the danger of attachment in execution thereof.
- 14)... That all dispute between the partners relating to the business of the firm and its accounts or any of the terms and conditions or its construction and/or interpretation touching these presents shall be referred to Arbitration in accordance with the provisions Arbitration and Reconciliation Act, 1996.
- 15)... That the no person or persons shall be taken in as partners of the firm without the consent of all existing partners.
- 16)... That in respect of all other matters relating to the firm which are not provided herein the provision of Indian Partnership Act,1932 shall apply.
- 17)... That the books of accounts of the firm shall be maintained and kept at 81, Green Park, Narendrapur, Kolkata-700103 or such other place/places as the partners may desire from time to time and all the partners can inspect and take copies or extracts there from whenever they desire during office hours.
- 18)... That all expenditure in connection with the official purpose of the firm shall be through official voucher and which requires to be signed by any partners before accounted for and the same shall be recorded and deposited to the account of the firm.
 - 19)... That the firm shall be liable to pay taxes of any nature arising in the



Additional Registranof Assurance III Kolkata

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name of the firm and partners shall pay their taxes separately from their own funds and for this purpose they can draw amount from their respective capital account in addition to their normal drawing but the drawing in connection with taxes shall be limited to the incidence of tax in connection of firm's profit, salary etc.

- 20)... That no partners shall be eligible to enter into direct/indirect dealing of same nature of business which the said firm is dealing till they remain in partnership. They can do so only with the written consent of other partners.
- 21)... That if any partner wishes to retire as is a PARTNERSHIP AT WILL, may do so upon one calendar month's prior notice in writing to other partner.
- 22)... That in case of death or retirement of partners or partners the firm shall not be automatically dissolved and the heirs or their nominee among their heirs shall be taken in as partners or be admitted to the benefits of the partnership firm and his share in the capital of the firm shall be that of his predecessor in interest.
- 23)... In case of dissolution of the firm the assets and liabilities of the firm shall be distributed and paid by partners or their heirs in accordance with their respective share as provided therein. If any of the partner desire to continue the business he or they will be entitled to carry on the said business upon payment of the value of shares of the deceased or retiring in the assets of the said firm.

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

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Pawan Agarwal (PAWAN AGARWAL)

Surport Chareboat.

(SUBHAJIT CHAKRABORTY)

- Bikal Agarwal)

(SANTONU DAS)

Drafted by me

Advocate, High Court, Calcutta



Additional Registrarof Assurance - (1) Kolkata

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