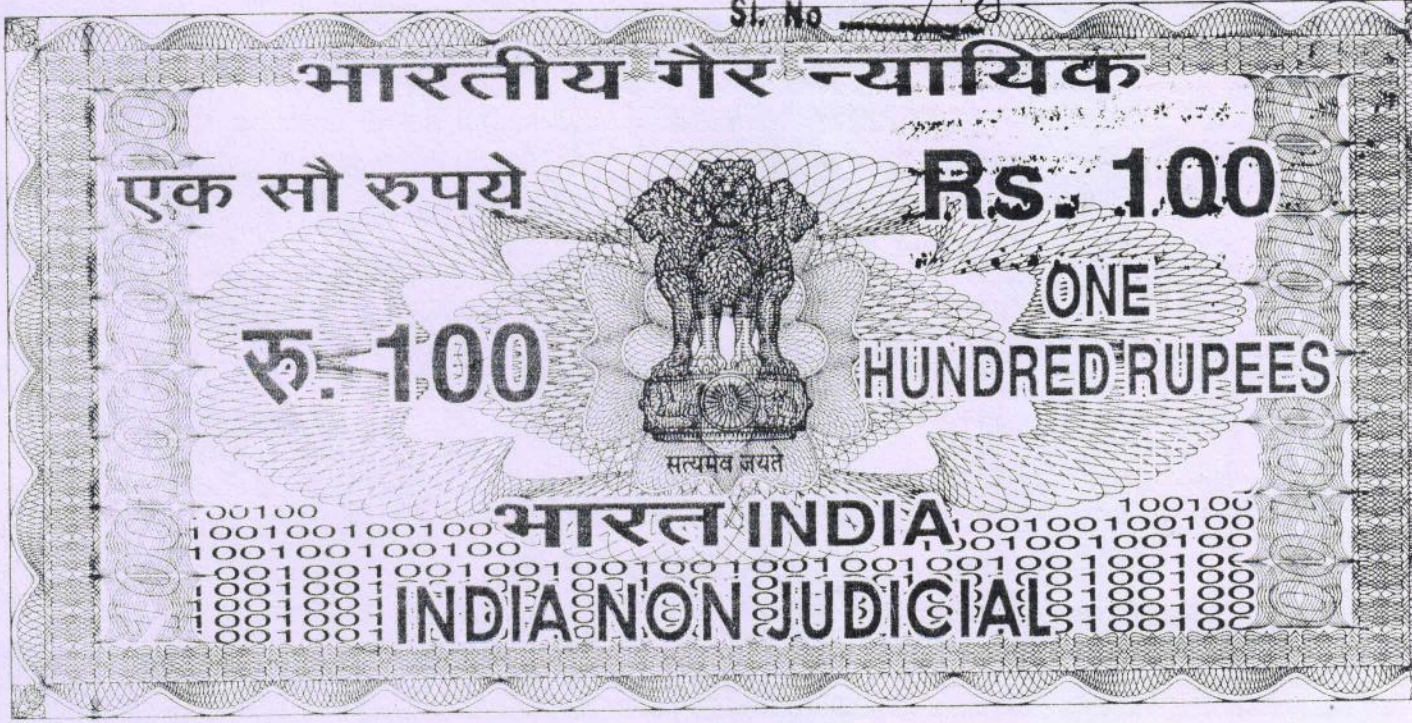
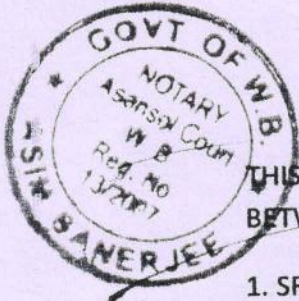


Sl. No. 212/18



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

Z 481330



### DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made on this 01<sup>st</sup> day of July' 2018  
BETWEEN:

1. SRI PRASANTA BANERJEE Son of Late. Shambhunath Banerjee by caste Hindu, resident of Court more, Near- Agrani Club, P.O. Asansol -713304, P.S. Hirapur, Dist- Paschim Bardhaman, here-in-after called the "FIRST PARTY" of the First Part (which expression shall include his legal representatives, heirs & successors); AND
2. SRI SWAPAN DAS son of Late. Dharendra nath Das by caste Hindu, resident of Court more, Near- Agrani Club, P.O. Asansol -713304, P.S. Hirapur, Dist- Paschim Bardhaman, here-in-after called the "SECOND PARTY" of the Second Part (which expression shall include his legal representatives, heirs & successors). AND
3. SRI SHANKAR PRADHAN Son of Late. Harka Bahadur Pradhan by caste Hindu(Nepali) , Asok Nagar, Sarada Pally, P.O. Asansol -713304, P.S. Asansol(South), Dist- Paschim Bardhaman, here-in-after called the "THIRD PARTY" of the Third Part (which expression shall include his legal representatives, heirs & successors); AND

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28 SEP 2018

1- Shankar Pradhan  
2- Swapan Das  
3- Babli Banerjee



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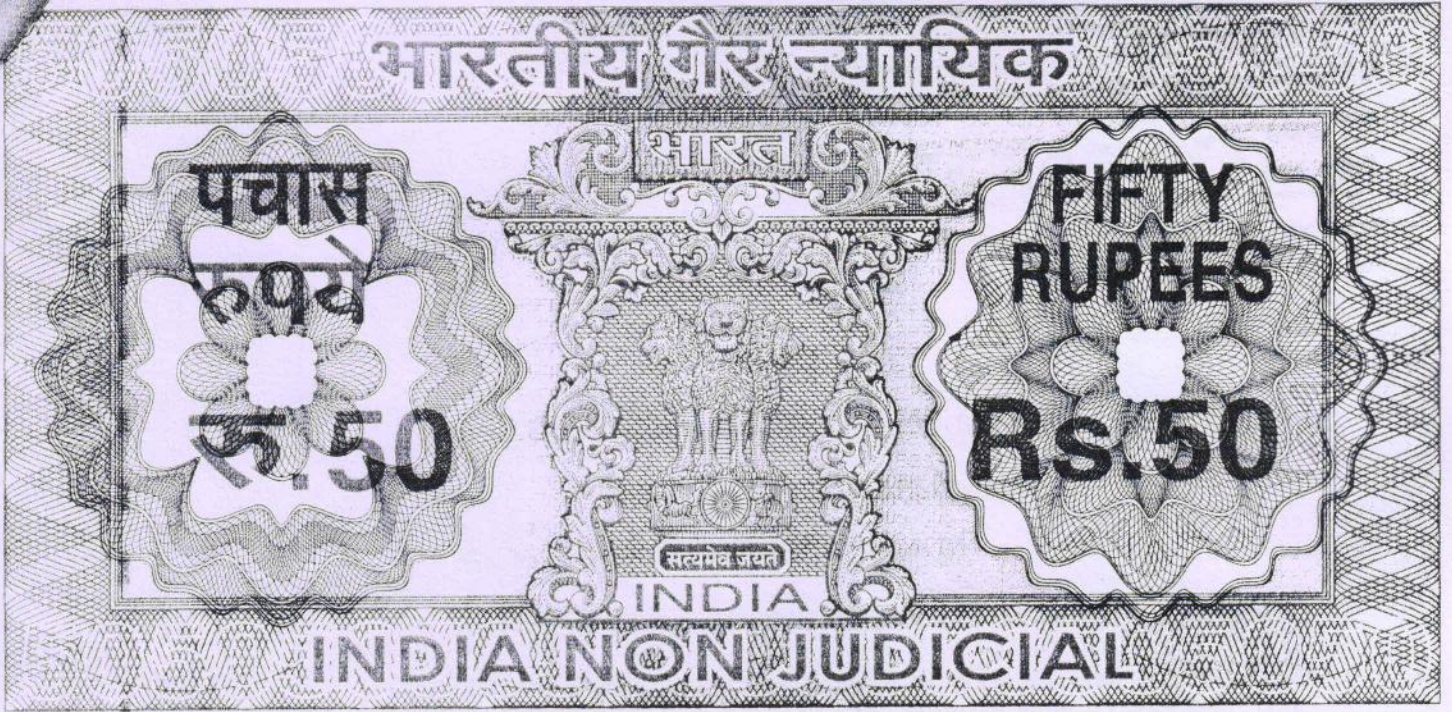
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भारतीय गैर न्यायिक



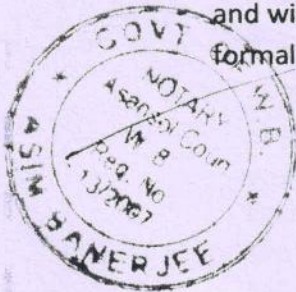
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4. SMT.BABLI BANERJEE wife of Sri Prasanta Banerjee by caste Hindu, resident of Court more, Near- Agrani Club, P.O. Asansol -713304, P.S. Hirapur, Dist- Paschim Bardhaman, here-in-after called the "FOURTH PARTY" of the Fourth Part (which expression shall include her legal representatives, heirs & successors). AND

Now, the aforesaid All the parties decided & agreed to combine their mutual re-sources into the partnership business on agreed terms & conditions, here-in-after described below AND whereas in order to remove any possible uncertainty, ambiguity or dispute in future as the partnership or as to the terms and conditions of partnership agreed upon it is considered necessary and wise to set in writing the terms and conditions of the partnership into a formal Deed of Partnership.



Contd...P/3

28 SEP 2018

17. Ananta Banerjee v. Shankar Krashan  
27. Swapna Devi v. Babli Banerjee



ক্রমিক নং ৩২৪ তারিখ ২০/৭/২০১৮

মূল্য ৫০/-

স্বাক্ষর সুমনা সিনিয়র

Am

স্বাক্ষর - ২০/৭/১৮ তারিখ ১০/৭/১৮ জরিখ আসন্ন আসন্ন ড্রেজারী

লিফট হাতে খরিদ।



Prasanta Banerjee

Prasanta Banerjee  
Swapan Das  
Shankar Pradhan  
Babli Banerjee

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**NOW THEREFORE THESE PRESENTS WITNESSES AS FOLLOWS:**

**Terms and Conditions of Partnership.**

1. This agreement shall take effect from 01<sup>st</sup> day of April'2018.
2. That the name & style of the firm shall be as "**ARATI ASSOCIATES**".
3. That the principal place of business shall be situated at Court more, P.O. Asansol-713304, P.S. Asansol(South), Dist. Paschim Bardhaman. The Partners shall by mutual agreement may also open site or branch/s as considered necessary.
4. That the business of the firm shall be mainly Developing & Promoting & Sale of Flats, Duplex Building, Commercial Space etc. but the partners may add to the items of business by the common consent.
5. The capital of the firm shall be reflected in the Books of accounts of the Firm & Interest @ 12% shall be awarded on capital contribution to the partners.. If further capital is required shall be born by the partners at their proportionate sharing ratio, if any partner's provides additional capital shall receive Interest @ 12% per annum.
6. The Profit & Losses of the firm shall be shared by partners as follows:  
1) Prasanta Banerjee – 35%      2) Swapan Das – 35%  
3) Shankar Pradhan – 15%      4) Babli Banerjee – 15%
7. The New Bank account shall be opened in the name of the Firm with any Bank. The account will be operated by First Party & Second Party jointly.
8. The Books of accounts of the Firm shall be kept in the place of business or site office of the firm and will be closed on the last day of March every year according to English calendar. The Profit & Loss of the firm shall be determined and allotted amongst the partner in their respective profit sharing ratio, Interest @ 12% per annum (maximum) will be awarded on the capital contribution to the partners.
9. That for the purpose of business the partners here to may by mutual consent borrow money or contract debts from any state Government, Central Government, Banks or any Individual.
10. The aforesaid all the partners are working Partner and shall work diligently to the best of their abilities in the supreme Interest of the partnership and none will show any negligency of his/her duties as a partner.





Shanta Banerjee  
Swapen Das  
Shankar Pradhan  
Babli Banerjee

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11. That aforesaid all the partners are working partner and will get Remuneration/Salary as per provision of Income Tax Act u/s-24(b).

- |                        |                        |
|------------------------|------------------------|
| a) Prasanta Banerjee - | Rs. 25,000/- per month |
| b) Swapan Das -        | Rs. 25,000/- per month |
| c) Shankar Pradhan -   | Rs. 20,000/- per month |
| d) Babli Banerjee -    | Rs. 20,000/- per month |

And they will also be entitled to a bonus@10% on Salary/Remuneration. Firm may reduce or enhance the salary/remuneration of the working partner after reviewing the performances/services rendered to the firm.

12. The books of accounts and all other documents and papers and records shall be kept at the firm office and the same shall be available for verification of the partners at all reasonable time and days and the same shall not be taken out except for the purpose of business of the firm and shall not be destroyed except with the consent and common knowledge of the partners.

13. This partnership shall be 'PARTNERSHIP AT WILL' and can dissolved any time agreed upon by the partners on giving 30 days registered notice to the other.

14. Any of the partner may retire from the firm after giving 30 days notice in writing to the other partner as the remaining partners who can in such case continue the business provided the amount and agreed upon as due to the retiring partner is paid up in full immediately of his/her retirement or in such installments as agreed upon between the retiring partner and the partners continuing the business.

15. That First Party & Second Party do hereby authorize to sign, submit, appear individually as require on behalf of the firm before State Govt., Central Govt., Bank, G S T, Income Tax or any other authority. First Party & Second Party also authorized & empowered jointly to sign, act & appear on behalf of the firm to complete the sale formalities of Flats Commercial Space, Building etc. before Register/ Sub-Register, Asansol.

16. Death or Insanity of any partner shall not dissolve the firm, but the business of the firm may be carried on by taking the legal representatives or heir or successor of the deceased partner in the vacancy caused by his /her death or Insanity.

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17. No partner shall sale, mortgage or otherwise dispose off or charge his interest in the firm to any outsider without expressing consent of the other partner, to whom the first offer of sale shall be made.

18. No partner without the knowledge and approval of the other partners:-

- a) Shall acquire any immovable property in the name of the firm.
- b) Sale or dispose off any immovable property belonging to the firm.
- c) Open any Bank Account on behalf of the firm.
- d) Submit any dispute to arbitration.

19. Any dispute amongst the partners arising out of this partnership or as to its existence shall be referred by the remaining partner to an arbitrator to be appointed by approval of the disputing partner, failing which to an arbitrator shall be conclusive and binding on the (disputing) partners.

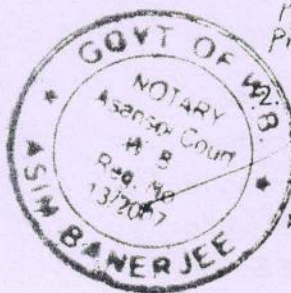
20. In all other aspects not concerned by the foregoing clause of this deed, the provision of the Indian Partnership Act shall apply.

IN WITNESS WHERE OF all the partners here to do freely subscribe their respective hands in sound health and in free mind before witnesses at Asansol on the date, month and year first above written.

WITNESS:

1. Anur Kumari Dey,  
S/o Late C. R. Dey,  
Purankal, A-S. Block,  
P.O:- Binnpur, (W/B).  
Pin - 713325, P. Bardhaman.

Delorajan Das Gupta  
"Swaga Toran"  
Apari Garden  
Asansol - 713304



PARTNERS:

1. ✓ Ananta Banerji

2. ✓ Swapan Das

3. ✓ Shankar Pradhan

4. ✓ Babli Banerji

Drafted by me

*Tapan Sr. Banerjee*

Advocate  
(Tapan Sr. Banerjee)  
Typed by me

M. Das  
Typist

28 SEP 2007

Subscribed, Authenticated, attested and signed by instrument 'A' being executed and attested by the respective Signatories before me

ASIM BANERJEE  
NOTARY Reg. No. 13/2007  
Govt of W.B. Asansol-Court