



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

U 016518



AMENDMENT DEED OF PARTNERSHIP



THIS AMENDMENT DEED OF PARTNERSHIP is made 15th day of April, Two Thousand and Fifteen BETWEEN (1) SHRI UTTAM KUMAR KUNDU, Son of Late Jadav Chandra Kundu, by caste Hindu, by profession business, at present residing at 13/8D, Ariff Road, Kolkata - 700 067 herein after referred to as the party of the FIRST PART (which expression unless otherwise by or repugnant to the context hereof be deemed to mean and include his heirs, executors, administrators, Legal representatives and assigns), A N D (2) SHRI SAMIRAN KUNDU Son of Shri Uttam Kumar Kundu, by caste Hindu, by profession business, at present residing at 13/8D, Ariff Road, Kolkata - 700067 herein after referred to as the party of the SECOND PART (which expression unless otherwise by or repugnant to the context hereof be deemed to mean and include his heirs, executors, administrators, Legal representatives and assigns), A N D (3) SHRI GOPAL GHOSH Son of Late Kartick Chandra Ghosh by caste - Hindu, by Profession - Business at present residing at Hayetpur Maheshtala, Batanagar, Kolkata - 700 140 herein after referred to as the party of the THIRD PART (which expression unless otherwise by or repugnant to the context hereof be deemed to mean and include his heirs, executors, administrators, Legal representatives and assigns).

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M.L. Shaw
M. L. SHAW
NOTARY
Regn. No. 85/07
Kolkata

- 6 MAY 2015

भारतीय गैर न्यायिक

पचास
रुपये

₹.50



FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

[2]



R 441126



WHEREAS the 1st and 2nd partner carry on a Partnership Business under the Name and style of 'M/S. KUNDU ASSOCIATES' having its Principal Office at 13A/27, Ariff Road, Kolkata - 700 067 by virtue of Deed of Partnership executed on 1st day of November, 2007. Presently both the party 1st & 2nd Partner approach to the party of the third Part to become a partner into this Firm for better management and healthy financial position of the said concern of their project, "UTTAM PLAZA" at 157/2A, A.P.C. Road, Kolkata-700006 and as such party of the third part has accept the such proposal of becoming a partner of the said project of "UTTAM PLAZA" at 157/2A, A.P.C. Road, Kolkata-700006 into this firm.

AND WHEREAS the aforesaid partners in order to have their functions as Partner duly described in this deed of partnership to safeguard their respective right, title and interest in the aforesaid co-partnership business against any future misunderstanding, disagreement or dispute amongst themselves of their or theirs successor-in-interest during the continuance or at the determination of this partnership in relation to any matter whatsoever touching the said partnership affaires, have agreed amongst themselves in regard to the terms and condition of the present partnership. Avoid future disputes and discrepancies among themselves deserve to execute a Deed of Partnership and to put into records the terms and condition of the said Partnership.

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NOW THIS INDENTURE AND THE PARTIES HEREBY AGREED BY FOLLOWS:

1. NAME OF THE FIRM:

That the name of the firm shall be "M/S KUNDU ASSOCIATES"

2. PLACE OF BUSINESS:

That the principle place of business situated at 13A/27, Ariff Road, Kolkata - 700 067 or such other place or places as shall be found more convenient and suitable as agreed upon between the partners hereto.

3. COMMENCEMENT AND DURATION:

That the New Partnership shall be deemed to have commenced on and from 15th day of April, 2015, and its duration shall be AT - WILL.

4. NATURE OF BUSINESS:

That the business of the Partnership shall be in the line of Land Development and Building Construction of real estate property and such other allied forms. But the partners shall have the option to embark upon any new line or lines of business and open or closes branch and / or branches as and when they find it suitable and beneficial of the partnership.

5. SHARE OF PROFIT:

That the partners have agreed upon to share Profit & Loss as equal irrespective of Capital contribution i.e.:-

- Party of the 1st Part..... 25% Share
- Party of the 2nd Part..... 25% Share
- Party of the 3rd Part 50% Share

6. CAPITAL:

That the initial capital of the firm shall be such sum or sums of money as shall for that purpose appear in the books of accounts of the firm to the credit of each partner hereto and if at any time or times hereafter any further capital shall - unless other wise agreed to be by the partners, be contributed by them in the proportion in which they are entitled to participate in the net Profit / Losses of the Firm.

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7. SALARY / REMUNERATION OF THE PARTNERS:

That the all partners are working partner and hereto shall be entitled to salary of Rs.50,000/- each for 1st and 2nd Partner and Rs.1,00,000/- for 3rd Partner per month for their service rendered to the partnership with effect from 15th April, 2015. The quantum of salary to be received by each partners shall be maximum as prescribed under section 40(b)(v) of the Income Tax Act, 1961 and shall be divided according to their Profit Sharing ratio and shall be as follows :-

- i) On the first Rs.3,00,000/- of book profit or in case of Loss Rs.1,50,000/- or at the rate of 90% of the book profit which ever is more.
- ii) On the balance of the book profit At the rate of 60%

All the partners are the working partner of the firm. Minimum remuneration for all the working partner will be are as follow:

Party of the 1 st Part.....	Rs.50,000/- per month
Party of the 2 nd Part.....	Rs.50,000/- per month
Party of the 3 rd Part	Rs.1,00,000/- per month



8. INTEREST ON CAPITAL:

That the parties hereto are entitled to the interest on the amount of capital as credited against each of them in the books of the firm and the said amount shall be treated as overhead expenses of the firm. The rate of such interest shall however be ascertained as per their consent in the matter but not exceeding @12% per annum.

9. BOOKS OF ACCOUNTS:

That the proper Books of Accounts shall be closed on the 31st day of March, every year and all other paper relating to the affair of the business of the FIRM shall be kept at the Office of the business and each party shall have right to access to the same at all reasonable time and the right to take extracts there form;

10. BANK ACCOUNTS :

Any New Bank Account / Accounts may be opened in the name of the firm with such any Bank / Banks as shall be operated by joint signature of the 1st partner (Uttam Kundu) and 3rd Partner (Gopal Ghosh).

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11. RETIRING FROM PARTNERSHIP:

That any of any of the partners may retire from the partnership by giving three calendar months' notice to the remaining partners which is to be served either by registered post or in person and a copy of such notice shall be kept at the office of the partnership.

12. DISSOLUTION AND CONTINUATION:

That upon the death or retirement of any of the partners, the partnership shall not necessarily be dissolved and existing partner or partners shall admit the legal heir as the case may be of the deceased partner. The retiring partner or heir or heiress unwilling to join the partnership business shall not be entitled to the goodwill or trade mark of the business but they will be entitled to the market value of the assets of the firm as mutually agreed upon between the partners.

13. SETTLEMENT OF DISPUTES:

That any dispute or difference which may arise among the partners or their representatives with regard to the construction, meaning and effect of the Deed or any part thereof or in respect of accounts, Profit and Loss 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 matters relating to the partnership shall be settled by the mutual consent of the partners.

14. ADMISSION OF A MEMBER:

That in the event of death of any of the partners during the continuance of the partnership business, any of the legal heir of the deceased partner shall be admitted in the partnership on accepting by the remaining partner on same terms and conditions. In case of heir is a minor then the partners wife / husband will act as guardian on behalf of the minor and in absence of any guardian, person as to be acceptable by the remaining partner.

15. DUTIES OF PARTNERS:

That the parties shall be the partners of the firm herein before mentioned and shall carry on the business of the firm to the greatest common advantage and shall be just and faithful to each other.

ACT FORBIDDEN:

Neither partner shall without the prior written consent of the other.

a) employ any of the said partnership monies, or goods or assets or pledge the credit thereof except in the ordinary and normal course of business and on account for the benefit of this Partnership business.

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- b) lend any of the said partnership monies to any person save and except in the normal course of business.
- c) given any credit or delivery of the goods or credit to any person save and except in the normal course of business .
- d) given any credit or delivery of the goods or credit to any person or persons and or any firm or firms when the other partners shall have previously forbidden.
- e) enter into any bond or become any bail, surety or security for any person or to do any thing whereby the said partnership property may be seized or attached or its taken in execution.
- f) assign or mortgage his/her shares in the said partnership or any part thereof or make any other person a partner with his/ her in this partnership .
- g) compromise, compound or release or discharge any debt to the said partnership save and except during the normal course of business and in the interest of this partnership.
- h) draw or accept or endorse any bill of exchange or promissory note or any other negotiable instrument for the purpose , other than that of partnership.

17. That the partners hereto shall be full partners within the meaning of Indian Partnership Act , 1932 and that same as provided therein the parties hereto shall be govern by the provisions of the Indian Partnership Act, 1932 or any other statutory modification or enactment thereof for the time being in force .

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

SIGNED, SEALED & DELIVERED
At Kolkata in presence of:-

Uttam Ku Kundu

First Partner

Samiran Kundu

Second Partner

Gopal Gnoen

Third Partner

SIG. ATTESTED

M. L. Shaw

**M. L. SHAW
NOTARY
GOVT. OF W.B.
REGN. NO. 85/07**

M. L. Shaw
**M. L. SHAW
NOTARY
Regn. No. 85/07
Kolkata**

Identified by me

Advocate

- 6 MAY 2015