

# झारखण्ड JHARKHAND

## **DEED OF PARTNERSHIP**

THIS DEED OF PARTNERSHIP made and entered into at Ranchi on this the 4th day of September 2012.

### Between

Mr. Joy Deb Chatterjee S/o Sri Late S.K.Chatterjee, presently residing at Round House Office Para, Doranda, Ranchi – 834 002 PS - Doranda, Hereinafter referred to as the Party of the FIRST PART;

Mrs. Asha Pandey, wife of Rudradeo Kumar, resident of 2 A-B, Ramkrishna Apartment, Shukla Colony, Hinoo, Ranchi – 834 002, PS – Doranda, hereinafter referred to as the Party of the SECOND PART:

AND WHEREAS the parties hereto referred to hereinabove have mutually agreed to start business in Real Estate under the firm name and style of M/s Big City Realty and Infrastructure with effect from 4<sup>th</sup> of September,2012.

AND WHEREAS the parties hereto have deemed it expedient to reduce into writing and are desirous of recording the terms and conditions governing their relations inter se.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO that they have become partners and joined in partnership upon the terms and conditions hereinafter expressed.

# NOW THIS DEED WITNESSETH:

The name and style of the firm of Partnership shall be M/s BIG CITY REALTY AND INFRASTRUCTURE. The partners shall be entitled to carry on business under any other name and / or names as may be agreed upon mutually from time to time.

The partnership firm shall be deemed to have commenced business on and from 4<sup>TH</sup> September 2012.

The partnership business shall be carried on at Round House, North Office Para, P.O -Doranda, P.S - Doranda, Ranchi - 834002 and / or any other place as mutually agreed upon from time to time.

The duration of the partnership shall be "AT WILL". In case of death of any one of the partners the firm shall stop transactions till the induction of legal heir of the deceased joins the firm. In case the legal heir does not want to carry on the business, the firm and the other partner shall settle all outstanding of the deceased partner within three working months. In these circumstances when the legal heir of the deceased partner decides to withdraw from the partnership, the firm shall carry on operations with the express consent of the legal heir of the deceased.

The business of Partnership shall be to carry out Sale, Purchase, Lease, Hire, Construct , Repair/Renovate, Develop Land, Buildings, Roads and to do the Contract Work, Trading, Services and other types of businesses as may be agreed upon by the Partners from time to time in India or outside India.

The net profit and / or loss of the partnership business after the payment of all expenses or other outgoing including the capital profits and / or loss of any of the partnership firm shall be divided as under :-

50% (1) Joy Deb Chatterjee

50% (2) Asha Pandey Total 100%

Each partner shall be paid a salary of Rs. 25,000/- per month which may be mutually UM'eviewed as per need.

The capital of Partnership business as and when considered to be necessary and expedient for the Purpose of carrying on business of partnership shall be contributed by the partner the proportions as may be mutually agreed upon.

229 That interest at the rate of 18% per annum or as may be prescribed under section 40(b)(iv) of the Income-tax Act, 1961 or any other applicable provisions as may be in force in the income-tax assessment of the partnership-

firm for the relevant accounting period or at a lower rate as may be agreed to by and between the parties from time to time shall be paid to the partners or credited to the partners on the amount standing to the credit of the account of the partners.

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firm for the relevant accounting period or at a lower rate as may be agreed to by and between the parties from time to time shall be paid to the partners or credited to the partners on the amount standing to the credit of the account of the partners.

Such interest shall be considered as an expenditure of the firm and shall be debited to the Profit & Loss Account of the firm before arriving at the divisible profit or loss. The interest to persons other than partners shall be paid or credited to their accounts at the rate or rates as may be agreed to by and between the partners and such persons from time to time.

The partner of the firm may borrow from time to time after taking consent from the other partners from persons, firms; companies of banks, such money as may be required for the purpose of the business of the firm.

The bank account of the partnership firm shall be with such Banks as the partners may from time to time agree upon the same & shall be operated by any two partners and their signatures are required.

The accounts of the partnership firm shall be taken annually on 31st of March every year.

The books of account of the partnership firm shall be kept in the safe custody of the partners and each party shall have free access over them.

At the end of the accounting year an account will be taken of all the assets and liabilities and of all the profits and losses of the partnership for the year and the same shall be entered in the books of account which shall be signed by all the partners.

On dissolution of the partnership a full and general account shall be taken of all money, stock-in-trade, debts and assets that belonging or due to the partnership including capital, such account shall be made up within reasonable time and the amount payable to each partner shall be paid to him.

If any disputes shall arise between the partners hereto in respect of the conduct of the business of partnership or enforcement of any of the terms and conditions of the Deed or in respect of any other matter cause or things whatsoever to herein otherwise provided for adjudication to the Arbitration and Conciliation Act, 1996 or any statutory amendment or modification or re-enactment thereon for the time being in force whose decision shall be binding on the parties and their legal representatives.

Notwithstanding anything stated or provided herein the parties shall have full powers Mand discretion to modify, alter or vary the terms and conditions of the partnership Deed in any manner they think fit by mutual consent which shall be reduced to writing shall NOTAR appendage and part of this Deed.

That in all respect other than those provided from herein this partnership shall be governed by Indian Partnership Act -1932.

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WITNESS WHEREOF the parties hereto hereunto set and subscribed their respective hands the day and year first hereinabove written.

Witness:-

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2. Debastish

FOR BIG CITY REALTY AND INFRASTRUCTURE

(Mr. Joy Deb Chatterjee)

(Mrs. Asha Pandey)

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NOTARY PUBLIC Reg. No. A/21/2001

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