

SL-9595

IV-431/2014



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

S 471944

25/11/14
 Certified that this document is
 admitted to registration.
 The signature sheet and the
 endorsement attached here
 with are the parts of this document

[Signature]
 Registrar D/S 7 (P)
 of Registration Act
 1908, Midnapore
 125 NOV 2014

[Signature]
 Nilakshya Karan

**DEED OF PARTNERSHIP BETWEEN TWO PARTNERS
 SETTING UP A NEW BUSINESS.**

THIS DEED OF PARTNERSHIP made on 25th day of
 November 2014.

BETWEEN

SRI ANANDA GOPAL MAITY
 Son of late Anil Kumar Maity, By Religion- Hindu, by



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 A.S.C.

[Signature]

भारतीय गैर न्यायिक

पचास
रुपये
रु.50



FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

N 953228

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

(2)



Nilakshya

अवकाश

Handwritten signature and name: Nilakshya Karan

occupation- business, residing at Rabindranagar, Midnapore Town, police station- Kotwali, post office- Midnapore, District- Paschim Medinipur, of the "ONE PART" (here-in-after called as First Party),

AND

SRI NILAKSHYA KARAN
Son of Sri Banamali Karan, by Religion- Hindu, by occupation-

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business, residing at Sekhpura, Midnapore Town, police station-Kotwali, post office- Midnapore, District- Paschim Medinipur, of the "OTHER PART" (here-in-after called as Second Party).

WHEREAS the parties or partners have entered into an agreement by this **DEED OF PATRNSHIP** in joint venture;

ANDWHEREAS now the parties have decided to purchased land for construction of ownership Flat, Shop Room, Market Complex, Shopping Mall, Garage, Car Parking space etc. jointly;

ANDWHEREAS it is also decided that the parties will do construction work of such type by virtue of DEVELOPER AGREEMENT in joint venture on the strength of this **DEED OF PARTNERSHIP**;

ANDWHEREAS for such reason the parties have decided to execute and register a **PARTNERSHIP DEED**;

ANDWHEREAS now we the above partners are mutually agreed to carried on a business as follows:-

1. **TRADE NAME:-** That the Partnership business shall be carried on under the Trade name "SUHASINI BUILDER" and the Partnership business shall be carried on any other name or names or the Partners may mutually decided.
2. **PLACE OF OFFICE:-** That the principle place of office shall be at Rabindranagar, P.O.- Midnapore, P.S.- Kotwali, District- Paschim Medinipur.
3. **PLACE OF BUSINESS:-** That the Firm will carry its business at any place to be decided mutually by the Partners in the District of Paschim Medinipur.
4. **NATURE OF BUSINESS:-** That the business of the said Partnership shall be retail trading of "PROMOTARY CIVIL CONSTRUCTION & LAND DEVELOPMENT" and the

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Nilakshya Kataran

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Partners shall always be entitled to embark upon any other like or Trade business, manufacture of undertaking as they mutually agreed upon from time to time hereinafter.

5. **COMMENCEMENT OF BUSINESS:-** That the Partnership Firm shall be deemed to have commenced its business with effect from 29th day of September 2014 under the aforesaid style and name. The partnership here by constituted shall be at will and shall continue until determined as hereinafter provided.
6. **CAPITAL OF BUSINESS:-** The capital of the Firm shall be ₹., 10,00,000/- (Rupees ten lakh) only which shall be contributed by the two Partners in the following proportions, viz, ANANDA GOPAL MAITY will pay ₹., 5,00,000/- (Rupees five lakh) only and SRI NILAKSHYA KARAN will pay ₹., 5,00,000/- (Rupees five lakh) only, ie, the Partners shall have in equal shares in respect of the said Firm. Interest @ 12 % P.A. (simple) or as may be prescribed under section 40(b)(iv) of the Income Tax Act 1961 or any other applicable provision or may be in force in the Income Tax Assessment of Partnership Firm for the relevant accounting period shall be payable to the Partners or the amount standing credit to the capital account of the Partners, such interest shall be calculated and credited to the account of such Partners at the closing of accounting year. In case of loss or lower income rate or interest can be nil or lower than 12 % as may be agreed to be and between the Partners from time to time.
7. **REMUNERATION :-** That all the Partners on the Partnership business have agreed to work in the Partnership Firm as working Partners. Each Partner will be entitled to get remuneration @ ₹., 5,000/- per month out of profit of the Firm. The partners shall be entitled to increase or decrease the above remuneration.
8. **SHARE OF PROFIT & LOSSES:-** That the profit or losses including losses of capital of the Partnership business as per the accounts maintained by the Partners after deduction of all expenses Including interest and remuneration payable to the working Partners in accordance with the clauses of this deed shall be

Nilakshya Karan

A. Gopal Maity

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divided and distributed between the Partners in the following proportion:-

1. ANANDA GOPAL MAITY..... 50 %.
2. SRI NILAKSHYA KARAN.....50 %.

9. **WITHDRAWAL :-** That the Partners may by mutual consent make withdrawals from time to time for their personal needs and requirements which shall be treated as their drawings and be adjusted against the share of profit accruing to them at the end of each year.
10. **OTHER TERMS OF PARTNERSHIP:-** That both Partners shall be entitled to be indemnified by the Firm in respect of the acts done for the Firm in the ordinary course and proper conduct of the business of the Firm except the acts of fraud and willful neglect.
11. **LOAN FROM PARTNERS:-** That the Partners may give loans and advances to the Partnership as may be necessary for the purpose of the business and are entitled to earn interest thereon at the rate as may be mutually agreed upon by the Partners.
12. **INCREASE IN CAPITAL:-** If at any time or times hereinafter it shall be determined by the Partners to increase the capital of the Firm, the additional capital required shall, unless otherwise agreed, be advanced by the Partners in equal shares.
13. **RESERVE FUND:-** Out of the net profits of the said business as determined on settlement of every annual account, a fixed amount by mutual consent of the Partners of such net profits shall be set apart and carried to a separate account to be called "The Reserve Fund" which shall from time to time be applied for the purpose of Extraordinary expenses or losses or for such other purposes and in the such manner as the Partners shall direct and subject thereto shall be belonged to the Partners in the proportions in which they are entitled to profits.

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U. Anand Gopal Maity

U. Anand Gopal Maity

14. **SHARE NOT TRANSFERABLE:-** No Partners shall without the consent in writing of the others assign or mortgage his share or interest in the Partnership.

15. **PARTNERS NOT TO CONTRACT BEYOND A LIMIT:-** No Partners shall without the consent in writing of the others, buy, order or contract for any property or goods or article for the Firm exceeding in value of ₹. 2,000/-.

16. **PARTNER NOT TO GIVE CREDIT:-** No Partners shall lend money or give credit to or have any dealings on behalf of the Partnership with any person or company to whom the other Partners shall previously have forbidden him to trust or deal with.

17. **KEEPING OF ACCOUNTS:-** Proper books of account shall be kept by the Partners and entries made therein of all such transactions and things as are usually entered in books of account kept by persons engaged in concerns of a similar nature. The said books of account and all letters, papers and documents belonging to the Firm shall be kept at the place of business of the Firm to inspection by any Partner who shall be entitled to take Xerox copies of the same.

18. **ACCOUNTING YEAR:-** That for the purpose of accounts, the Partnership business shall observe the financial year ie, from 1st day of April to the last day of next March and on the last day of every accounting year or as soon as possible after the closing of the each accounting year or a profit & loss account and balance sheet shall be prepared and the profit & loss as the case may be shall be adjusted in the respecting shares of the Partners.

19. **BANKING ACCOUNT:-** That the Partners hereto are entitled to open bank account or accounts with scheduled/non-scheduled bank or banks in the name of the Firm which shall be operated by both Partners jointly through authorized representatives or any other made as may be decided between the Partners.

20. **BANK LOAN:-** If necessary the loan may be taken from any bank in the name of the Partnership Firm for the purpose of the

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outgoing or deceased Partner in the said Partnership on the date of his retirement, insolvency, or date as the case may be, such value shall be the amount etc.

25. GENERAL DUTIES OF THE PARTNERS:- Partners are duty bound carry on business of the Firm, to the just and faithful to each other, to render true accounts and full information of all things affecting the business to each Partners reciprocally or his legal representatives.

26. ARBITRATION:- All the disputes between the Partners hereto either during the continuance of the Partnership or on dissolution thereto whatsoever including the interpretation and construction of any of the clause or clauses of this agreement shall be referred to arbitrator in accordance with the provisions of "INDIAN ARBITRATION ACT" or any amendment thereof or any enactment of like or similar nature for time being in force of India. Each Partners having right to appoint an Arbitrator of his own. The award of the Arbitrators shall be final and binding on all the Partners.

27. DISSOLVED:- That the Partnership shall be a Partnership-at-will and may be dissolved by the mutual consent of all the Partners.

28. ADMISSION OF NEW PARTNER:- If necessary, the Partners may be mutual consent and on such terms and conditions as they may mutually agreed upon, take New Partner or Partners in the said Firm.

29. POWER TO APPOINT LEGAL REPRESENTATIVE:- That any Partner or Partners may appoint legal representative or constituted Attorney on behalf of the Firm to represent the Firm in any Court of Law or in any matter anywhere felt necessary on such remuneration as may be agreed upon.

30. AMENDMENT:- Notwithstanding anything stated or provided herein the parties shall have full powers, and discretion to modify, alter or vary the terms and conditions of the Partnership Deed in

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any matter think fit by mutual consent which shall be reduced in writing shall become appended and part of this deed.

31. CHANGE IN TERMS AND CONDITIONS:- That any of the terms and conditions of the indenture of Partnership may be varied, Altered, added, deleted or modified by mutual consent of the parties hereto expressed in writing only and signed by the parties hereto.

32. GENERAL:- That in all respects other than those provided for herein this Partnership shall be governed by **INDIAN PARTNERSHIP ACT, 1932.**

IN WITNESSES WHEREOF the parties here to set and subscribe their respective seals and hands this the 25th day of November 2014.

WITNESSES:-

1. Supriya Roy,
Miyabazar, Midnapore,
P.S. - Kotwali, Dist. - Paschim Medinipur.
2. Dulal Das,
Miyabazar, P.O. - Midnapore, P.S. - Kotwali,
Dist. - Paschim Medinipur.
3. Asim Kolay
(ASIM KOLAY) S/o - Late Biswanath Kolay
Patna Bazar, P.O. - Midnapore,
P.S. - Kotwali, Dist. - Paschim Medinipur.

Typed by:- Nilanjan Ghosh
Nilanjan Ghosh
Typist.

Signature of the Partners.

Drafted by me and prepared
in my office.

Bidyut Kumar Sanyal
Regd. No. - W.B. 656/1981
ADVOCATE. 25-11-14

Sri Bidyut Kumar Sanyal
Advocate
Judge's & Judicial Court
Paschim Medinipur

Note:- This **DEED OF PARTNERSHIP** has been typed in 09 (nine) pages including Stamp Papers and there are three attesting witnesses and one extra page is annexed herewith for finger tips as page no-10 which is part of this **DEED OF PARTNERSHIP.**

Signature
Nilakshya Karan

Signature
Nilakshya Karan

Signature
Nilakshya Karan

Left and right hand finger tips of Sri Ananda Gopal Maity.



Sri Ananda Gopal Maity
Signature.

Left and right hand finger tips of Sri Nilakshya Karan.



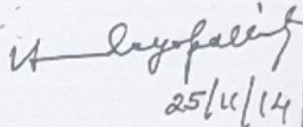


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Signature.



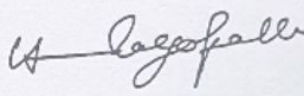


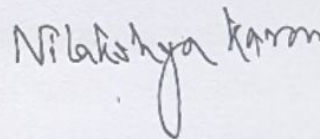
Sri Ananda Gopal Maity

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the D.S.R. - I PASCIM MIDNAPORE, District- Paschim Midnapore
Signature / LTI Sheet of Serial No. 09595 / 2014, Deed No. (Book - IV , 00431/2014)

Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Ananda Gopal Maity Rabindra Nagar, Midnapore, Thana:-Midnapore, P.O. :-Midnapur, District:-Paschim Midnapore, WEST BENGAL, India	 25/11/2014	 LTI 25/11/2014	 25/11/14

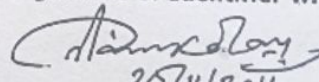
II . Signature of the person(s) admitting the Execution at Office.

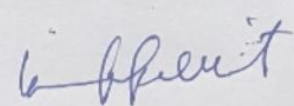
Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Ananda Gopal Maity Address -Rabindra Nagar, Midnapore, Thana:-Midnapore, P.O. :-Midnapur, District:-Paschim Midnapore, WEST BENGAL, India	Self	 25/11/2014	 LTI 25/11/2014	
2	Nilakshya Karan Address -Sekhpura, Midnapore, Thana:-Midnapore, P.O. :-Midnapur, District:-Paschim Midnapore, WEST BENGAL, India	Self	 25/11/2014	 LTI 25/11/2014	

Name of Identifier of above Person(s)

Asim Koley
Patna Bazar, Midnapore, Thana:-Midnapore, P.O.
:-Midnapur, District:-Paschim Midnapore, WEST
BENGAL, India

Signature of Identifier with Date


25/11/2014





(Ananda Mohan Sikdar)

DISTRICT SUB-REGISTRAR - I OF PASCIM MEDINIPUR
Office of the D.S.R. - I PASCIM MIDNAPORE



Government Of West Bengal
Office Of the D.S.R. - I PASCHIM MIDNAPORE
District:-Paschim Midnapore

Endorsement For Deed Number : IV - 00431 of 2014
(Serial No. 09595 of 2014 and Query No. 1001L000018242 of 2014)

On 25/11/2014

Certificate of Admissibility (Rule 43 W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 46A of Indian Stamp Act 1899.

Payment of Fees

Amount By Cash

Rs. 7.00/-, on 25/11/2014

(Under Article : E = 7/- on 25/11/2014)

Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-10,00,000/-

Certified that the required stamp duty of this document is Rs.- 150 /- and the Stamp duty paid as: Impresive Rs.- 150/-

Presentation (Under Section 52 & Rule 22A(3), 46(1) W.B. Registration Rules, 1962)

Presented for registration at 13.30 hrs on :25/11/2014, at the Office of the D.S.R., - I PASCHIM MIDNAPORE by Sri Ananda Gopal Maity , one of the Executants.

Admission of Execution (Under Section 58 W.B. Registration Rules, 1962)

Execution is admitted on 25/11/2014 by

1. Sri Ananda Gopal Maity, son of Late Anil Kumar Maity , Rabindra Nagar, Midnapore, Thana:-Midnapore, P.O. :-Midnapur, District:-Paschim Midnapore, WEST BENGAL, India, By Caste Hindu, By Profession : Business
2. Sri Nilakshya Karan, son of Sri Banamali Karan , Sekhpura, Midnapore, Thana:-Midnapore, P.O. :-Midnapur, District:-Paschim Midnapore, WEST BENGAL, India, By Caste Hindu, By Profession : Business

Identified By Sri Asim Koley, son of Late Biswanath Koley, Patna Bazar, Midnapore, Thana:-Midnapore, P.O. :-Midnapur, District:-Paschim Midnapore, WEST BENGAL, India, By Caste: Hindu, By Profession: Others.

(Ananda Mohan Sikdar)
DISTRICT SUB-REGISTRAR - I OF PASCHIM
MEDINIPUR

U. Rajopalee
25/11/14
Nilakshya Karan
25.11.2014

U. Rajopalee

U. Rajopalee

(Ananda Mohan Sikdar)
DISTRICT SUB-REGISTRAR - I OF PASCHIM MEDINIPUR