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Shri. R. N. Choudhury - K. S. M. S.

Piyali Paul

Shri. R. N. Choudhury - K. S. M. S.

Roshan Choudhury

Naim Ali

Himmat Das

And
20 Pr Singh

Number

Shri. R. N. Choudhury - K. S. M. S.

R. N.

M. S. M. S.

National Registrar of Assurances
Kolkata



Certified that the Document is admitted to Registration. The Signature, Seal and the endorsement of the Registrar are the part of this Document.

Additional Registrar
of Assurances - III, Kolkata

Signature of Registrar

23 APR 2014

DEED OF RETIREMENT & ADMISSION OF PARTNERS

made this 22nd day of April, 2014

BETWEEN

(Shri.) **RABINDRANATH PAL** son of Late Lakshman Chandra Pal, by faith Hindu, by occupation Business, aged about 50 years residing at Vill.-Shantipuram, P.O.-Singur, P.S.-Singur, Dist - Hooghly, hereafter called '**Continuing Partner**' (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators and representatives),

.....of the **FIRST PART**;

শ্রীমতী পিয়ালী পাল WEST BENGAL

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1. **SRIMATI PIYALI PAL**, Husband – Sri Rabindranath Pal, aged about 34 years by Religion-Hindu (INDIAN), Occupation-Business, residing at Vill-Shantipuram, P.O.- Singur Dt.- Hooghly, hereafter called '**First Retiring Partner**' (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators and representatives);
2. **SK. NAIM ALI** son of Sk. Noor Ali, aged about 28 years by Religion-Muslim(INDIAN), Occupation-Business, Address: Vill- Chuadanga, P.O.- Krishnarampur, Dt. Hooghly, Pin-712705. hereafter called '**Second Retiring Partner**' (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators and representatives);

Mhagya...

Piyali Paul.

sk. Karmakal

Choudhury

Naim Ali

imay Das.

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14/11/18

in the name of...

*SK. DAS
or Mukherjee*

Chinmay Das. Piyali Paul.
Asraf Chowdhury
Subal K. Das

Bithika Karmakar
SK Naim Ali

Bhagyadhar Karmakar
Nurelat
Sumanendra Nath
3.
4.
5.

SK. ASRAFUL CHOWDHARY son of Mahumud Ali Chowdhary aged about 30 years, Religion-Muslim (Indian), Occupation – Business, Address: Vill.+P.O, Arambagh, Chowdhary market Miya Para. Ward No- 14, P.S, - Arambagh, Dt. Hooghly, Pin No-712401. hereafter called '**Third Retiring Partner**' (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators and representatives) ;

SRI BHAGYADHAR KARMAKAR, son of Sri Baidyanath Karmakar, aged 53 years, by Religion –Hindu (Indian), Occupation –Business, Vill. Burasanti. P.O. Singur., Dt. Hooghly, hereafter called '**Fourth Retiring Partner**' (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators and representatives) ;

SMT. BITHIKA KARMAKAR, wife of Sri Bhagyadhar Karmakar, aged about 43 years, by Religion-Hindu (Indian), Occupation – Business, Address: Vill. Burasanti. P.O, Singur., Dt. Hooghly hereafter called '**Fifth Retiring Partner**' (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators and representatives);

SRI CHINMOY DAS, son of Sri Nepal Chandra Das, aged about 47 years, by Religion-Hindu (Indian) Occupation-Business, residing at Vill- Jalaghat, P.O. + P.S. –Singur, Dist Hooghly, hereafter called '**Sixth Retiring Partner**' (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators and representatives);

Hereinafter collectively called '**the Retiring Partners**'.

.....of the **SECOND PART**;

AND

(Shri.) **DHIREN PATEL** son of Shri. Vinod Kumar Patel by faith Hindu, by occupation Business, residing at 75, New G.T. Road, P.o. & P.S.-Uttarapara, Dist.-Hooghly, hereafter called '**First Incoming Partner**' (which includes his successor/s-in-interest or/and assigns) ;

(Shri.) **SUSHIL KUMAR SINGH** son of Late Raghubansh Kumar Singh by faith Hindu, by occupation Business, residing at 38, BEnepukur Dhar, Makhala, P.o. & P.S.-Uttarapara, Dist.-Hooghly, hereafter called '**Second Incoming Partner**' (which includes his successor/s-in-interest or/and assigns);

3. (Shri.) **SAMARENDRA NATH NANDI** son of RABINDRA NATH NANDI, by faith Hindu, by occupation Business, residing at 90, B.R.B.G.T., P.o. & P.S.-Bhadrakali, P.S.-Uttarpara, Dist.-Hooghly-712232, hereafter called '**third Incoming Partner**' (which includes his successor/s-in-interest or/and assigns);

(Shri.) **PRABIR DAS** son of LAKSHMI KANTA DAS, by faith Hindu, by occupation Business, residing at 1 (New-44), Sakuntala Nagar, Hindmotor, Dist.-Hooghly-712233, hereafter called '**Fourth Incoming Partner**' (which includes his successor/s-in-interest or/and assigns);

5. (Shri.) **SAGAR MUKHERJEE** son of SWAPAN MUKHERJEE by faith Hindu, by occupation Business, residing at 202/2, B.B.D. Road, Hindmotor, Dist.-Hooghly-712233, hereafter called '**Fifth Incoming Partner**' (which includes his successor/s-in-interest or/and assigns);

Hereinafter called collectively called '**the incoming Partners**'

.....of the **THIRD PART**:

WHEREAS :-

A) By Deed of Partnership dated 9th day of May 2012, executed and registered at the office of Additional District Sub-Registrar, Singur, recorded in Book No. IV, Vol.No. 1, pages 526 to 541, being No. 00051 for the year 2012, made between the Continuing Partner and the Retiring Partners therein herein and they became and continued as Partner in the trade and/or business of construction of Residential and/or commercial complexes and/or allied and/or related activities carried under the name and style of "**PERFECT REALTY**" presently having office at Singur Club Complex, Vill.-Singur, P.o. & P.S.-Singur, Dist.-Hooghly, Pin-712409. (hereinafter "**the Partnership Firm**"), on the terms and conditions contained therein.

B) The Retiring Partners herein vide Notice dated 25.03.2014, addressed to the Continuing Partner herein has put forward their intention to retire from the said Partnership Firm and together has put their "**no objection**" to the continuing Partner to add new Partners as the Continuing Partner shall deed

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Rajendra Nath Nandi
Samarendra Nath Nandi
Prabir Das
Sagar Mukherjee
Bhagyanath Sanyal
Norendra
Bishwa Prasad
Ali
SK Naim
Arsoful Chowdhury
Suman Das, Piyali Paul
Subir Das

Registered with the Registrar of Companies

Piyali Paul

Batukia Karmakere

Partner

Assoful Chowdhury SK Naim Ah

SK Naim Ah

Musudul Partner-Dul

Sameeranta Nathari Partner-Mulkyan

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C)

The Retiring Partners have represented and assured the Continuing Partners as hereunder:-

- a. The Partnership Firm shall exist and continue to all intents and purpose and its business will be carried and continued by the Continuing Partner and the Incoming Partners as the Partner of the Partnership Firm;
- b. The Continuing Partner and the Incoming Partners shall be entitled of all its assets, credits, goodwill and all profits and benefits therefrom and remain responsible for the future liabilities and losses. The Retiring Partners together with the continuing Partner shall be liable and responsible for all Past liabilities, if any, and the incoming Partners shall not be liable for any such liability on and before execution and registration of these Present.
- c. The Continuing Partner and the Incoming Partners shall have right to carry on the business in the name of the Partnership Firm with full and irrevocable authority to collect all the outstanding assets and out standing debts and give valued and effectual receipt and discharge and to settle
- d. The retiring Partners shall not make any wrongful use of the goodwill of the Firm and nor directly represent the Partnership Firm nor otherwise make themselves interested any trade or business similar to that of the Partnership Firm and not to solicit any client or customer nor otherwise interfere or intervene nor divert nor endeavour to divert any of the business carried or intended to be carried by the Partnership Firm.
- e. The Retiring Partners has not entered into any agreement and/or arrangement and/or has not done any act, deed or thing whereby the Partnership Firm's right title and interest with respect to the Property in the name of the Firm may get alienated and/or encumbered;
- f. There is no statutory, judicial and/or quasi-judicial and/or departmental proceedings and/or order and/or restrictions which may prevent the Incoming Partners from selling and/or from transferring and/or conveying the Properties of the Partnership Firm ;
- g. The Properties in the name of the Partnership Firm are free from all charges, mortgages, claims, demands, liens, lispence, attachment, acquisition, requisition, leased, licences, agreements, arrangements and/or any other encumbrances and/or alienations whatsoever and that the Partnership Firm is in undisputed and peaceful possession of the Properties without any claim of any person whatsoever;
- h. The Partnership Firm has clear and marketable title with respect to its properties, free from all encumbrances and/or alienation whatsoever;

D)

In Pursuance to the notice AND/OR aforesaid intention of the retiring partners herein the continuing Partner for effectual running of the business of the Partnership Firm is now desirous to admit the Incoming Partners of the Third Part as Partner in the said Partnership Firm AND the Incoming Partners of the Third Part is also willing to join as new partners in the said Partnership Firm on the terms hereinafter provided.

Received

Bithika Karmakar

Piyali Paul

Assoful Chowdhury

Ahimmay Das

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Abhaya

Abhishek Samanta

SA Naim Ah

Prabir Das

- b. The Retiring Partner shall not have any claim in the business of the Partnership and he hereby releases all their share, right, title and interest in the business, of the said partnership, its assets including goodwill, all licenses and permits held by the said Firm;
- c. The outstanding/s dues and receivables and outstanding contracts, that the same shall belong to the Continuing Partners alone and the retiring Partner herein shall have no claim in the same in any manner whatsoever;
- d. The Continuing Partners agree to pay all the debts and liabilities of the said Firm and to indemnify and keep indemnified the Retiring Partner against all such debts and liabilities and all loss, costs, charges and expenses that the Retiring Partner may incur or suffer on account thereof save and except the all such debts and liabilities and all loss, costs, charges and expenses accrued due to the act of the retiring Partner.
- e. The Retiring Partner confirms that as a result of accounts being taken a sum of Rs. **1,02,25,205/-** (Rupees **One Crore Two Lacs Twenty-Five Thousand Two Hundred Five**) only (receipt whereof the Retiring Partner doth hereby as well as by the money receipt separately granted admit and acknowledge) has received all dues payable to them in lieu of their share, right, title and interest in the said partnership business including its assets and good will and the retiring Partner has no other claim against the Continuing Partners in respect of the said Firm.
- f. The Retiring Partner agrees and undertakes that they will not use the name of the Firm and will not carry on any business in the name of the Firm and do such act or activities in the name of the Partnership business.
- g. For the sake of convenience the Retiring Partner appoints the Continuing Partners and incoming Partners jointly and severally as their attorneys with authority and/or power to take legal action and to do all other acts and things necessary to recover

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Piyali Paul.

Arsoful Chowdhury

SK Niem Shi

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Prabir Das

Bitika Karmakar

Sanjib Das

Sagar Mukherjee

transactions or business done till date.

h. The Retiring Partner agrees and undertakes to execute any document or papers as may be required to give complete effect to their retirement from the said partnership Firm.

i. The retiring Partners put their no objection to the continuing Partners and/or incoming Partner/s for advertisement in the official gazette and/or local news paper regarding the retirement of the Retiring Partners. The Retiring Partner agrees to sign application or papers required for the purpose assuring perfect retirement from the said partnership Firm.

The income tax payable by the Firm will be paid by the Continuing Partners and the Retiring Partner hereby undertake and/or will pay the income tax on their income and other moneys received from the Firm.

k. The retiring Partner undertake to indemnify the Continuing Partners with regard to all cost, expenses, loss and damages the Firm shall suffer for the act of the Retiring Partner;

l. That the retiring Partners have no longer any right title and interest in the business and/or properties of the Partnership Firm.

m. The retiring Partners hereby release and relinquish all their right title and interest in the said Partnership Firm to and unto the favour of the continuing Partner and the incoming Partners.

n. The Retiring Partners shall not interfere, obstruct and hinder the business of the Partnership firm in any manner whatsoever;

o. The Retiring Partner have no dues and/or claim from the said Partnership Firm.

(3) The Continuing Partner herein hereby accept the incoming Partners of the Third Part as the Partners of the Partnership Firm on the terms and conditions as mentioned hereinafter :-

Received for

Bithurua

Piyali Paul

Muradul Chowdhury

3. Assaful Chowdhury

SK Naim Ali

Rahim Das

1. Sajjan Mukherjee

1. NAME:

- 1.1 The Continuing Partner of the First Part and the Incoming Partners of the Third Part hereto have agreed to carry the trade and/or business of construction of Residential and/or commercial complexes and/or allied and/or related activities carried under the name and style of "PERFECT REALITY" presently having office at Singur Club Complex, Vill.- Singur, P.O. & P.S.-Singur, Dist.-Hooghly, Pin-712409. (hereinafter "the Partnership Firm");
- 1.2 The Partners shall be at liberty to change the name of their said Partnership Firm at any time in future upon mutual consent.

2. DURATION:

- 2.1 The Firm shall continue in perpetuity and till such time it is dissolved by consent of all the Partners of the Firm;
- 2.2 The partnership business shall be a partnership at will and shall continue unless determined by mutual consent of all the partners;
- 2.3 That a partner shall be at liberty to retire from the partnership after giving one month notice of his/her retirement to all other partners and on the expiry of the period mentioned in the notice. But in no case/situation/condition the Partnership will stand dissolved rather will stand continue after such retirement of any outgoing partner.
- 2.4 That the said partnership is not partnership for any specific time period and/or for any specific venture and/or any specific achievement.

3. OFFICE:

The principal office of the Firm shall be presently at "7, B.N.N.B Sarani, P.O.& P.S.-Uttarpara, Dist.Hooghly, Pin.-712258, West Bengal, India". or at such place as be decided by the Partners and the same may be changed and also branches may be opened and/or closed from time to time as may be decided by the Partners;

4. BUSINESS:

Shimoy Das

Subid to 6th

The business of the Firm shall be mainly that **the trade and/or business of construction of Residential and/or commercial complexes** and all other related services and also allied works and services related thereto and for which the Firm shall charge accordingly as per the fees chart of the Firm;

5. CAPITAL, FUNDS AND/OR CONTRIBUTION:

5.1 The Contribution of the Incoming Partners itself shall include all costs, charges, expenses and premium in respect of the said business and now all costs, charges, expenses and premium in respect of the said business to be borne and PAID BY THE Incoming Partners and the capital to be introduced by the Incoming partners shall be as follows :-

First Incoming Partner	:	Rs. 29,03,374/-.
Second Incoming Partner	:	Rs. 23,22,699/-.
Third Incoming Partner	:	Rs. 19,74,294/-.
Fourth Incoming Partner	:	Rs. 19,16,227/-.
Fifth Incoming Partner	:	Rs. 19,16,227/-.

Rs. **1,10,32,821/-**

5.2 All funds over and above aforesaid capital required for Firm shall be arranged by the Incoming partners in its entirety at such rate of interest as be decided by the Incoming Partners and such interest shall be paid and/or served by the Firm;

6. ACCOUNTS:

6.1 The accounts of the Firm shall be maintained through Bank Account/s Presently in operation and such bank account shall be operated jointly by the First Incoming Partner and Third Incoming Partner in the manner mentioned hereafter. The Power delineated to continuing Partner is for operation of the Bank Account is hereby ceased and/or the continuing Partner shall have no right to operate the Bank Account of the Partnership Firm in any manner whatsoever;

6.2 Usual books of accounts in respect of the Partnership Firm shall be maintained and kept at the Principal Office of Firm or at such other place as the Working Incoming Partners may decide upon from time to time.

Shri. Arseful chowdhury
Bithika Karmakar
Piyavi Paul.
Shri. Anirban Chakrabarti
Shri. Anirban Chakrabarti

- 6.3 The Accounting year of the Firm shall be from the 1st day of April of any year till the 31st day of March in the next year as per English Calendar and the same may be changed by the consent of the Parties.
- 6.4 Within six months of the closure of every accounting year the annual accounts will be made, drawn, settled and signed by the Parties. Such accounts, when so signed, will be deemed to be final and none of the Parties shall subsequently question the same or any part thereof save for any error or omission that be manifest on the face of it.
- 6.6 The Partnership Firm shall be assessed separately under the provisions of Income Tax Act and separate PAN number shall be applied for and obtained at the earliest as possible.
- 6.7 The Partnership Firm shall be assessed separately under the provisions of other Act or Acts and separate number as applicable shall be applied for and obtained at the earliest as possible.

6. SHARES AND SALARY:

- 7.1 All future profits and/or losses of the business of the Firm shall be divided and shared by the parties ON THE RECONSTITUTED TERMS AND CONDITION in the manner hereunder:-

Continuing Partner	:	5%
First Incoming Partner	:	25%
Second Incoming Partner	:	20%
Third Incoming Partner	:	17%
Fourth Incoming Partner	:	16.50%
Fifth Incoming Partner	:	16.50%
- 7.2 In case of retirement and/or admission of any new partner/s into the Firm the profits and losses and the all the partners will be re-determined and the Parties hereby agree to execute a supplementary deed recording such changes;
- 7.3 The remuneration payable to the abovesaid working partners shall be computed in the manner laid down in explanation 3 to Sec. 40 (b) of the Income Tax Act, 1961, or any applicable provision as may be inforce in the I.T. Assessment of the Partnership Firm in the relevant accounting year. The ceiling for the remuneration to working partner

Himmat Singh
 Piyali Paul
 Anshu Choudhary
 Anshu Choudhary
 SK Naim Ali
 Prabir Das
 Sagar Mistry

7.3.1 On the 1st Rs. 3 Lacs of the book profit or in case of loss – 1.5 Lac or 90% of book profit whichever is more.

7.3.2 On the balance of the book profit - @60%.

7. DISTRIBUTION OF PROFITS AND/OR LOSSES:

8.1 After finalization of the account at the end of each year the Firm shall credit to the account of respective Group with the profit after adjustment of all drawings made by the Parties respectively according to their shares and in case there be any loss, then the Firm shall debit the account of the respective Group with such losses coming to their respective shares.

DRAWING:

9.1 The respective partners shall be entitled any sum or sums from the Firm not exceeding 50% of the estimated share of profit for the accounting year in which such drawing is made PROVIDED HOWEVER that the any amount drawn in excess thereof shall not be without the consent of the other Partner and in any event no party shall draw any amount till such time amount and/or sum towards profit is realized;

9.2 Notwithstanding any contained in these presents or elsewhere, out of realizations that be made, firstly all costs and expenses shall met and/or paid up including payments relating to constructions etc. and also the payments towards borrowed money together with all accruals thereon;

10. BANK TRANSACTIONS:

10.1 The Bankers of the Firm shall be the same as Presently and/or such Bank or Banks as the Working Partners may decide from time to time.

10.2 The Bank Account of the Partnership Firm shall be operated jointly by the First Incoming Partner and Third Incoming Partner and/or the Authorized Signatory of the Firm as to be appointed among the partners upon their mutual consent only and exclusively without any hindrance, claim, interference or obstruction from the other Partner or

Rajeev Swaraj
Pigali Paul

Bathina Karamakara

Asroful Chowdhury SK Naimath

Robindras

Sayee Mubina

Himay Das

Sudhakar

11. CONDUCT OF THE BUSINESS:

11.1 That the business and affairs of the Partnership Firm shall be looked after and managed by the elected/selected partner/partner in such manner as may be mutually agreed upon by the partners.

11.2 The day to day Management of the Partnership Firm including purchase of any goods, materials or articles, taking service of any professionals and to recruit people in employment shall vest to the jointly by the First Incoming Partner and Third Incoming Partner.

11.3 The entire business of the Partnership Firm shall be looked after by and under the total, absolute and exclusive management and control of the Partners and Partners shall not interfere or create any hindrance or make any obstructions in respect thereof and it is further clarified that notwithstanding anything contained in these presents or in the Partnership Act or otherwise, any person Partners shall be entitled to do all act, deeds, things in respect of the business of the Firm;

12. DUTIES AND COVENANTS OF THE PARTIES:

12.1 Each of the Parties covenant with each other that:-

- a) The Partners shall diligently attend and devote sufficient time and attention to the said business;
- b) The partners shall promote business the Firm to the best of their abilities;
- c) Each Party shall pay all moneys, cheques and negotiable instruments received by him or them in the account of the Firm; and
- d) Each Party will be just and faithful to one another.
- e) The Parties shall take all necessary steps for its registration of the firm.

12.2 The Partners without the consent of the other Partners shall not:

Handwritten note: Akshay Kumar

Handwritten name: Piyali Paul

Handwritten name: Anshul Chaudhary

Handwritten name: Himanshu Das

Handwritten name: Anshul Das

Handwritten name: Bhatnagar

Handwritten name: Kaur

Handwritten name: SK Naim Ali

Handwritten name: Nishu

Handwritten name: Sagar

Uttam Kumar Das
Piyali Paul
Arsoful Chowdhury
Ghimray Das
Subal Das

Bithika Kamalakar
SK Naim Ah
Prabin Das
Suman Chandra
Sourav Mukherjee

- a) Lend any of the moneys and deliver credit any of the goods of the Firm to any person or persons whom the other Parties shall have previously in writing forbidden him to trust;
- b) Give any securities or promise for payment of money on account of the firm except in the ordinary course of its business;
- c) Enter into any bond or become bail or surety for any person;
- d) Knowingly cause or suffer to be done anything whereby the said Business may be endangered;
- e) Draw accept or endorse any bills of exchange or promissory notes on account of the firm save in the ordinary course of its business.
- f) Consult the clients of the Firm and/or any Person (includes individual or person in terms of Law);

12.3 That with respect to the powers and rights of the parties hereto it is agreed that :-

- a) Every partner has a right to take an active part in the business of the firm.
- b) Every partner has a right to inspect books of accounts and other official documents of the firm and to keep a copy of the same at it/her own cost.
- c) Every partner has a right to raise objection against any misconduct in the firm by anybody whosoever.
- d) Every partner has a right to give it/her opinion as and when needed in any matter related to the firm.
- e) Every partner has a right to do any other business or businesses apart from and along with it/her partnership interest in the firm as it/she thinks fit provided the said business does not disturb/harm the business of the firm either directly or indirectly.

12.4 That with respect to the restrictions upon the activities of the parties hereto it is agreed that unless specifically provided in these presents, none of the partners shall without the consent of the other partners :-

- a) Employ any of the money, goods or effect of the partnership pledge the credit thereof except in the ordinary course of business and on the account or for the benefit of the partnership.
- b) Lend money or give credit on behalf of the partnership and endorse any Note/instrument or have any financial dealings with any person, company or firm except in the usual course of business.
- c) Execute any bond or become bailer or surety for any person or do or knowingly cause to be done anything whereby the partnership property or any part of his share may get suffered. He cannot make any other person a partner with he in the affairs of the partnership.
- d) Compromise or compound (except upon payment thereof in fully) release or discharge any debt due to the partnership except upon consent given by the other partners.
- e) Appoint and/or dismiss any employee of the firm without mutual consent.
- f) Assign or mortgage it/her interest or share in the partnership.
- g) Use the Goodwill or image of the Firm for any of it/her own use/benefits.
- h) Should open any bank account in any bank in the name of firm and operate personally on behalf of the firm unless approved by other partners of the firm.
- i) No Partner will ever take/accept any amount from any source on behalf of the firm in his personal name and/or any of his agent/representative(s).

13 If any Partner or any person under them commits any breach of any of the stipulations contained hereinabove he or they shall indemnify the other or others for all losses and expenses on account thereof;

Shri. Piyali Paul.

Subd. 16 to 17

Atsooful Chowdhury SK Naim Ahl

Musiker
Saxophone
Saxophone

Piyali Paul.

(A handwritten mark)

Shrimany Kas.
Piyali Paul.
Assochil choudhary

Bhatnagar
Kasimkhan
SK Naim Ali

Publicly...
Naim Ali
- Publicly...

14

All investments, Funds coming from any sources to the firm shall be taken in the name of the firm only and in no case in individual name of any of the partners and the said fund shall be deposited in the bank account only and shall always be treated as the capital/asset of the firm only.

15

The firm shall not be held liable/responsible for any act or acts, dealing or dealings or any other proceeding of any nature whatsoever of any partner exiting or retired which was not in the view of all other partners and for which no consent was taken in writing from the firm and the said activity/dealing will stand null & void in the eyes of Law and shall not be binding upon the firm.

16

If in case any partner suffers any loss/damage or faces any legal proceedings criminal/civil for his/her own deed, in any situation, whatsoever, the firm will not be liable to compensate the same in any whatsoever condition and/or to protect such partner. However this matter will be under the discretionary power of the existing partners to take final decision with regard to the action/protection in favour of the said partner.

17

That the parties hereto shall be at liberty to convert the partnership business into a Company, Joint Stock Limited Liability Company within the scope and meaning of the Companies Act, 1956. In such a situation, the provisions/ rules/ terms/ conditions shall be fixed/decided/formed only at the time of conversion the firm into a company or Joint Stock Limited Liability Company and further proceedings will be executed according to the Memorandum and Articles of Association of the newly formed company.

17. DISSOLUTION:

14.1 No single Party can dissolve the Firm;

14.2 In case of dissolution for any reason whatsoever the capitals and assets of the Firm shall be sold and the sale proceed and after payment of all debits, if any, of the Firm, the balance shall be divided between the Parties in the manner aforesaid and that in case of losses, also the Parties shall contribute such amount in proportion to their respective shares in the Partnership;

15. DEATH /OUTGOING/RETIRING PARTNER/S;

Shimpy Das.

AK accountants & co

Piyali Paul.

Bithika

Kamran

Sanjiv

Arsoof Choudhury

SK Naim Ah.

Navendu

Prabir Das

Pranav Kumar
Sangar Mukherjee

- a) That a partner shall be at liberty to retire from the partnership after giving one month notice of his/her retirement to all other partners and on the expiry of the period mentioned in the notice. But in no case/situation/condition the Partnership will stand dissolved rather will stand continue after such retirement of any outgoing partner.
- b) That the outgoing partner may settle it/her account with the firm or may introduce anybody in place of him as a Partner in the said firm as may be acceptable to the remaining partners.
- c) That in case the outgoing partner decide to take and go for full and final settlement against it/her share, the total assets and liabilities of the firm will be revalued and due sum, if any, shall be paid back to it/her in the manners decided with mutual consent.
- d) That in case the said outgoing partner desires to introduce any other parson to be taken as partner in it/her place, such introduced person must also be acceptable to all remaining partners and the terms and conditions of his admission in the partnership shall be decided by the remaining partners in consultation with the outgoing partner.
- e) That in case of death, insolvency or any other partner or partners, his any representative shall represent in partnership.
- f) That in case of occurrence of any of the misshapeness, as mentioned herein, the new representative appointed by the firm shall become partner in the firm.
- g) That in case of retirement of any partner the outgoing partner may settle his/her account with the firm or may introduce anybody in place of him/her as a Partner in the said firm.
- h) That in case the outgoing partner desires not to remain in the said partnership and decided to take go for full and final settlement against his/her share, the total assets/liabilities of the firm will be valued at current rate and accordingly and as per decided share full and final settlement of the said outgoing partner will be done.
- i) That in case the said outgoing partner desires to introduce any other parson to be taken as a partner in his place and stead and may transfer the whole or any part of his share in the said partnership

business and all assets and liabilities in favour of such person and the person to be introduced as partner as aforesaid shall become a partner in the said partnership firm in the place and in respect of the respective share of the outgoing partner and shall be entitled to assets and liabilities upon the terms and conditions and in the same manner as the outgoing partner, if continuing would have been and remain a partner therein or as near thereto as circumstances will permit the person so introduced shall, if required to do, execute a proper deed to the reasonable satisfaction of all other partners or partner binding himself to observe the said terms and conditions accordingly and with the consent of other existing partners.

- j) That said retiring partner/partners shall be restricted by law of partnership to use existing firm's Name & Style for any new firm. However, the retiring Partners may continue their existing and/or other business including the Real Estate and such business in future in the other name other than the "Perfect Realty".
- k) That not only this, such retired partner shall also be restricted to use and/or associate with the goodwill of the said firm in any manner whatsoever.
- l) That after such retirement the aforesaid new partner or partners may be admitted in the partnership with the consent of the mutual consent of partners and on such admission the new partner or partners shall be entitled to share in the assets of the partnership shall be liable to share in the assets of the partnership and shall be liable for liabilities in proportion to which such new partners or partners shall be entitled to share in property and liable for the loss of the partnership and such share in the partnership assets and liabilities of the partnership shall vest in the new partnership.
- m) That the legal representative of the deceased partner will have no legal and/or other right/power to ask the existing partners to close down the existing business in any condition/situation whatsoever and on any ground whatsoever.
- n) That however, after the death of any partner, it will be discretionary power of the legal representative of the deceased partner whether to become partner in the said firm in place of deceased partner or to make him/herself separated from the said partnership by taking his/her share from the said business against full and final settlement.

Shri. Anand Ch. Ashraf Chaudhary
Shri. Anand Ch. Ashraf Chaudhary
Shri. Anand Ch. Ashraf Chaudhary

Piyali Paul
a. Karmakar

Shimoy Das, Piyali Paul, Assoful Chowdhury, Binitrika, Kasomakera, Bhagyani, Sakar Nubyan, SK Naim Ah, Dhruval, P. B. S. Das

- o) That in case if there are more than one legal heirs/representative of the deceased partner, the said heirs/legal representative will appoint one of them as their attorney who will represents all of them in the said business and for all purposes.
- p) That after the death of such partner if the legal representative of the deceased partner decides to surrender his/her partnership in the said firm, the entire valuation of the Assets and liabilities of the said Firm be revalued and after such revaluation the legal representative of the passed partner may demand payment of his share of the assets from the existing partners.
- q) That in such circumstances the existing partners may either assign the outstanding of the form to the extent of the share of the deceased partner or pay the dues one time in cash.
- r) That in case any partner/partners of the firm become/becomes insolvent, he/she ceased to be the partner in the said firm with effect from the date of his/her insolvency.
- s) That in case if any partner becomes INCAPABLE to involve him/herself in the activities of the firm by any reason say physical incapacity, social incapacity or regional incapacity etc., then the active parties will decide the fate of the said incapable partner by mutually consent in writing.

16. MINOR PARTNER/S;

- 16.1 That no Minor will be taken as the Partner in the said firm until and unless it becomes unvoidable by the circumstances. If any Minor/Minors is/are taken as Partner, the other existing partners will mutually decide the interest, capital, profit/loss share and all other aspects as applicable to other partners with reference to the said Minor/Minors.
- 16.2 That the partners abovenamed shall not be entitled to any interest on the capital invested by them. However if in future and if circumstances demand, the issue for allowing interest on the capital invested may be put for consideration before all the said partners and the decision taken by majority of the concerned partners will be final and binding upon all the partners.

16.3 That the liabilities of the said Partnership Firm shall be borne by the major partners of the firm according to their respect shares and the minor partner/partners shall not be liable for any loss /losses to the firm.

17. NOTICE;

That any Notice herein required to be served shall be sufficiently given by or served on the partners to whom it is to be served, if such letter has been sent by the Registered Post addressed to such partner and addressed to him at his last known address irrespective of the fact whether the same has been received by him or not or whether the same is returned, refused or unclaimed or undelivered.

18. LAW APPLICABLE;

That all other matters which have not been specifically mentioned herein shall be governed by the provisions of the Indian Partnership Act, 1932 and any statutory modifications thereof which may be in force from time to time.

19. ARBITRATION;

15.1 All disputes and differences between the parties in any manner connected with the aforesaid matter shall be referred to the sole Arbitration of (Shri.) VINEET PANDEY presently of "PANDEY & COMPANY" having office at 10, Old Post Office Street, Top Floor, Room No. 118, Kolkata-700 001;

15.2 The Arbitrator will have the right to proceed summarily and make a summary award without giving reason for the same; The Arbitrator will be entitled to lay down his own procedure and will not be bound by any rule of procedure or evidence which can be avoided by express direction of the parties hereto unless enjoined upon expressly by the statute and not avoidable by agreement between the parties;

Such arbitration shall otherwise be in accordance with the Arbitration Act, 1996.

Accountant for Piyali Paul. Ansoo-ful chandhury SK Naim dhi Bitrinsa Karmakar
Shrimoy Das. Subal k Das
Dibendu Kumar Das
Sagar Mukherjee

IN WITNESS WHEREOF the parties hereto have executed these presents the day month and year first above written.

EXECUTED AND DELIVERED by the **CONTINUING PARTNER** at Hooghly in the presence of :

1. *Virendra P. Jomdey*
Adv.
High Court, Calcutta

2. *Namrata Pandey*
Adv.
High Court, Calcutta

EXECUTED AND DELIVERED by the **RETIRING PARTNERS** at Hooghly in the presence of :

1. *Virendra P. Jomdey*
Adv.
High Court, Calcutta

2. *Namrata Pandey*
Adv.

EXECUTED AND DELIVERED by the **INCOMING PARTNERS** at Hooghly in the presence of :

1. *Virendra P. Jomdey*
Adv.
High Court, Calcutta

2. *Namrata Pandey*
Adv.

Rajendra Pr. ALTY
Rajendra Pr. ALTY
Partner

PAN NO! - AANFP 6262 G

Piyali Paul.
PAN NO! - AGPPP 4435 K

SK Naim Ah.
PAN NO! - ALDPA 8520 B

Assaful Chowdhury
PAN NO! - AHPK 9149 B

Bhagyashree Karmakar
PAN NO! - AAEPK 6782 D

Bitthira Karmakar
PAN NO! - AAEPK 6781 A

Sanjay Das PAN NO! - AVJPD0814B
Rajendra Pr. ALTY PAN NO! - AFBPP 1415 L

Shonika PAN NO! - ACPVP 8113 E

Subal Pr. Das PAN NO! - AKAPS 4895 B

Sambarender Nath Nandi
PAN NO! - ABXPN 5304 L

Ankur Das PAN NO! - AKLPS 6095 A

Sagar Mukherjee
PAN NO! - AHCPM 7739 B

Drafted by me
Namrata Pandey



Government Of West Bengal
Office Of the A.R.A. - III KOLKATA
District:-Kolkata

Endorsement For Deed Number : IV - 02964 of 2014
(Serial No. 05161 of 2014 and Query No. 1903L000007761 of 2014)

22/04/2014


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

Presented for registration at 16.30 hrs on :22/04/2014, at the Private residence by Sushil Kumar Singh , one of the Claimants.

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

Execution is admitted on 22/04/2014 by

1. Rabindra Nath Pal
Partner, Perfect Realty, Singur, District:-Hooghly, WEST BENGAL, India, .
By Profession : Business
2. Piyali Pal, wife of Rabindra Nath Pal , Vill - Shantipuram, District:-Hooghly, WEST BENGAL, India, , By
Caste Hindu, By Profession : Business
3. Sk. Naim Ali, son of Sk. Noor Ali , Vill - Chuadanga, District:-Hooghly, WEST BENGAL, India, Pin
:-712705, By Caste Muslim, By Profession : Business
4. Sk. Asrafal Chowdhary, son of Mahumud Ali Chowdhary , Vill & P. O. - Arambagh, Thana:-Arambagh,
District:-Hooghly, WEST BENGAL, India, Pin :-712401, By Caste Muslim, By Profession : Business
5. Bhagyadhar Karmakar, son of Baidyanath Karmakar , Vill - Burasanti, District:-Hooghly, WEST
BENGAL, India, , By Caste Hindu, By Profession : Business
6. Bithika Karmakar, wife of Bhagyadhar Karmakar , Vill - Burasanti, District:-Hooghly, WEST BENGAL,
India, , By Caste Hindu, By Profession : Business
7. Chinmoy Das, son of Nepal Chandra Das , Vill - Jalaghat, Thana:-Singur, District:-Hooghly, WEST
BENGAL, India, , By Caste Hindu, By Profession : Business
8. Dhiren Patel, son of Vinod Kumar Patel , 75, New G. T. Road, Thana:-Uttarpara, District:-Hooghly,
WEST BENGAL, India, , By Caste Hindu, By Profession : Business
9. Sushil Kumar Singh, son of Lt. Raghubansh Kumar Singh , 38, Benepukur Dhar, Makhia,
Thana:-Uttarpara, District:-Hooghly, WEST BENGAL, India, , By Caste Hindu, By Profession : Business
10. Samarendra Nath Nandi, son of Rabindra Nath Nandi , 90, B. R. B. G. T., Thana:-Uttarpara,
District:-Hooghly, WEST BENGAL, India, , By Caste Hindu, By Profession : Business
11. Prabir Das, son of Lakshmi Kanta Das , 1, Sakuntala Nagar, Hindmotor, District:-Hooghly, WEST
BENGAL, India, , By Caste Hindu, By Profession : Business
12. Sagar Mukherjee, son of Swapan Mukherjee , 202/2, B. B. D. Road, Hindmotor, District:-Hooghly,
WEST BENGAL, India, , By Caste Hindu, By Profession : Business


Additional Registrar of Assurance - III
Kolkata

23 APR 2014
(Sanatan Maiti)

ADDITIONAL REGISTRAR OF ASSURANCE - III



Government Of West Bengal
Office Of the A.R.A. - III KOLKATA
District:-Kolkata

Endorsement For Deed Number : IV - 02964 of 2014
(Serial No. 05161 of 2014 and Query No. 1903L000007761 of 2014)

Identified By Vineet Pandey, son of . , High Court Cal, District:-, WEST BENGAL, India, , By Caste:
Hindu, By Profession: Advocate.

(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III

On 23/04/2014

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 : 23 of Indian Stamp Act 1899.

**Registration Fees paid Online using Government Receipt Portal System (GRIPS),
Finance Department, Govt. of WB**

Registration Fees Rs. 1,21,352/- paid online on 22/04/2014 12:45PM with Govt. Ref No.
192014150000858482 on 22/04/2014 12:21PM, Bank: IDBI Bank, Bank Ref. No. 40689052 on
22/04/2014 12:45PM, Head of Account: 0030-03-104-001-16, Query No:1903L000007761/2014

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.-1,10,32,821/-

Certified that the required stamp duty of this document is Rs.- 661969 /- and the Stamp duty paid as:
Impresive Rs.- 200/-

**Stamp Duty paid Online using Government Receipt Portal System (GRIPS), Finance
Department, Govt. of WB**

Stamp duty Rs. 6,61,969/- paid online on 22/04/2014 12:45PM with Govt. Ref No.
192014150000858482 on 22/04/2014 12:21PM, Bank: IDBI Bank, Bank Ref. No. 40689052 on
22/04/2014 12:45PM, Head of Account: 0030-02-103-003-02, Query No:1903L000007761/2014

(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III


(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III

ADDITIONAL REGISTRAR OF ASSURANCE-III

EndorsementPage 2 of 2

Govt. of West Bengal
 Directorate of Registration & Stamp Revenue
 eChallan

BRN: 19-201415-000085848-2 Payment Mode Counter Payment
 BRN Date: 22/04/2014 12:21:35 Bank: IDBI Bank
 BRN: 40689052 BRN Date: 22/04/2014 12:45:34

DEPOSITOR'S DETAILS

Id No. : 1903L000007761/1/2014
 [Query No./Query Year]

Name : SUSHIL KUMAR SINGH
 Contact No. : Mobile No. : +91 9830622727
 E-mail :
 Address : BENIAPUKUR DHAR
 MAKHLA
 Applicant Name : ~~MOCHLY~~
 Office Name : A.R.A. - III KOLKATA, Kolkata
 Office Address :
 Status of Depositor : Buyer/Claimants
 Purpose of payment / Remarks : Requisition Form Filled in Registration Office

PAYMENT DETAILS



Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	1903L000007761/1/2014	Property Registration- Stamp duty	0030-02-103-003-02	661969
2	1903L000007761/1/2014	Property Registration- Registration Fees	0030-03-104-001-16	121352

Total

783321

In Words : Rupees Seven Lakh Eighty Three Thousand Three Hundred Twenty One only

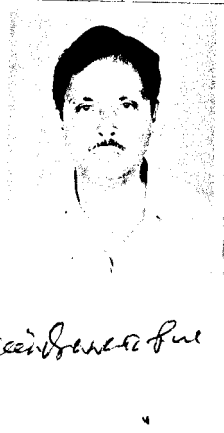
Payment Successful. Your Payment Confirmation Number is 40689052

e-Payment Cyber Receipt			
			
Payment Mode: Counter Payment			
GRN:	192014150000858482	Bank Ref No.:	40689052
GRN Date:	22/04/2014 12:21:35	Transaction Date with time:	22/04/2014 12:45:34 PM
Depositor ID :	1903L000007761/1/2014		
Depositor Name :	Vineet Pandey		
PAYMENT DETAILS			
Sl No.	Head of A/C description	Head of Account	Amount
1		00300210300302	661969
2		00300310400116	121352
Total Amount Paid:			783321 (Seven Lakhs Eighty Three Thousand Three Hundred Twenty One Only)
 Signature of Bank Official: Date:			



NOTE: This computer generated e-Challan Receipt should be signed by the bank official with bank stamp and then handed over to the depositor. This will be a valid e-Challan Receipt for submission to the department.

SPECIMEN FORM FOR TEN FINGERPRINT



Rajeev Kumar Paul

LEFT HAND FINGER PRINT				
Little	Ring	Middle	Fore	Thumb
RIGHT HAND FINGER PRINT				
Thumb	Fore	Middle	Ring	Little



Piyali Paul.

LEFT HAND FINGER PRINT				
Little	Ring	Middle	Fore	Thumb
RIGHT HAND FINGER PRINT				
Thumb	Fore	Middle	Ring	Little



SK Naim Ali

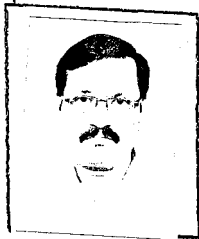
LEFT HAND FINGER PRINT				
Little	Ring	Middle	Fore	Thumb
RIGHT HAND FINGER PRINT				
Thumb	Fore	Middle	Ring	Little



Asroful Chowdhury

LEFT HAND FINGER PRINT				
Little	Ring	Middle	Fore	Thumb
RIGHT HAND FINGER PRINT				
Thumb	Fore	Middle	Ring	Little

SPECIMEN FORM FOR TEN FINGERPRINT



*Bhagyadhar
Karmakar*

LEFT HAND FINGER PRINT				
Little	Ring	Middle	Fore	Thumb
RIGHT HAND FINGER PRINT				
Thumb	Fore	Middle	Ring	Little



Shikha Karmakar

LEFT HAND FINGER PRINT				
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RIGHT HAND FINGER PRINT				
Thumb	Fore	Middle	Ring	Little



Shiray Das

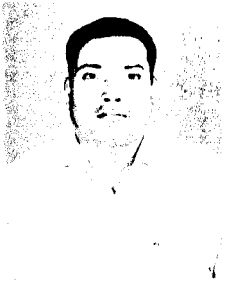
LEFT HAND FINGER PRINT				
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RIGHT HAND FINGER PRINT				
Thumb	Fore	Middle	Ring	Little



Shrutaras

LEFT HAND FINGER PRINT				
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RIGHT HAND FINGER PRINT				
Thumb	Fore	Middle	Ring	Little

SPECIMEN FORM FOR TEN FINGERPRINT



buthele bute

LEFT HAND FINGER PRINT				
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RIGHT HAND FINGER PRINT				
Thumb	Fore	Middle	Ring	Little



Sammamche Nathe Nende

LEFT HAND FINGER PRINT				
Little	Ring	Middle	Fore	Thumb
RIGHT HAND FINGER PRINT				
Thumb	Fore	Middle	Ring	Little



Prabir Das

LEFT HAND FINGER PRINT				
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RIGHT HAND FINGER PRINT				
Thumb	Fore	Middle	Ring	Little



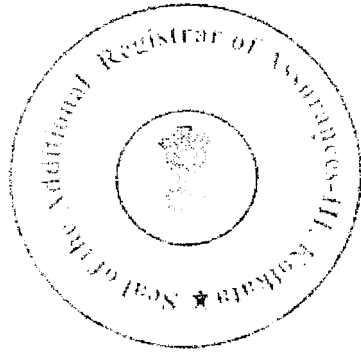
Sagar Mukherjee

LEFT HAND FINGER PRINT				
Little	Ring	Middle	Fore	Thumb
RIGHT HAND FINGER PRINT				
Thumb	Fore	Middle	Ring	Little



Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV
CD Volume number 5
Page from 4393 to 4424
being No 02964 for the year 2014.



[Signature]
(Sanatan Maity) 24-April-2014
ADDITIONAL REGISTRAR OF ASSURANCE-III
Office of the A.R.A. - III KOLKATA
West Bengal

24/4/14

7386

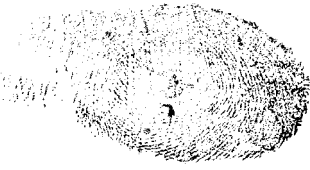
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Valid till
21 APR 2014	
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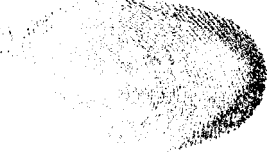
FOR PERFECT REALTY
[Signature]

Partner



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- SR Naim Ali



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Asraful Chowdhury



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Abhaya Kumar...



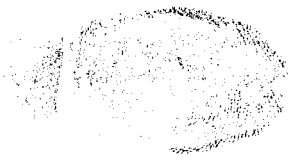
Additional Registrar of Assurance - III
Kolkata

22 APR 2014

Identified by our
Vincent Josephy

Sold to.....
 Address.....
 Value, Rs.
21 APR 2014
 L.S.V. No.
 S. No.
 H. No.

NAMRATA PANDAY
 Advocate
 10, Old Post Office Street,
 Kolkata-700 001



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- Bithika Karmakar ✓



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Chinmay Das
 (CHINMAY DAS)



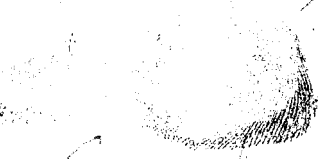
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- Piyali Paul ✓



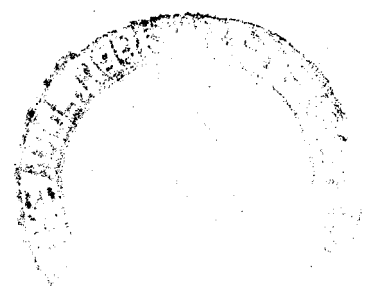
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Shrabati
 (Shrabati Paul) ✓



1875
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- Saranya Das ✓



Registrar of Assurance - III
 Kolkata
 21 APR 2014

Namrata Pandey

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Jan 1



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- Sagar ...



W. H. ...
... ..

Acting ... of Assurance - III
... ..
2. 2 APR 1973



Additional Registrar of Companies - III
Kolkata

22 APR 2014