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পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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Certified that the document is admitted to registration. The signature sheet/s and the endorsement sheets attached with this document are the part of this document.

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Additional District Sub-Registrar,
Gakla-South 24 Parganas 04 NOV 2016

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made on the 4 day of November, 2016 (two thousand and sixteen) BETWEEN (1) SRI PALAN NASKAR, son of Late Manik Naskar, by faith Hindu, by Nationality-Indian, by occupation-Business, residing at 'KADAM RESIDENCY', Fourth Floor, Balia, Boro Battala, P.O. Garia, P.S.-Sonarpur, Kolkata-700084, hereinafter referred to as the party of the FIRST PART

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Additional District Sub-Registrar, -Garia South 24 Parganas

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AND

(2) <u>SRI SOURAV NASKAR</u>, son of Sri Palan Naskar, by faith Hindu, by Nationality- Indian, by occupation- Business, residing at 'KADAM RESIDENCY', Fourth Floor, Balia, Boro Battala, P.O. Garia, P.S.- Sonarpur, Kolkata- 700084, hereinafter referred to as the party of the <u>SECOND PART</u>

S.L. No. 1.723 Octo 227-10-16
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Additional District Sub-Registrar, Garia South 24 Parganas

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AND

(3) SRI SUPRATIK NASKAR, son of Sri Palan Naskar, by faith Hindu, by Nationality- Indian, by occupation- Business, residing at 'KADAM RESIDENCY', Fourth Floor, Balia, Boro Battala, P.O. Garia, P.S.- Sonarpur, Kolkata- 700084, hereinafter referred to as the party of the THIRD PART

NOW THIS DEED WITNESSETH that the aforesaid parties hereby agree to constitute a Partnership Business on the following terms and conditions:

AND WHEREAS to determine the shares of the partners hereto and keep proper books of accounts and to avoid future disputes and differences the parties hereto have agreed to execute a Regular Deed of Partnership.

AND WHEREAS the partners hereto do hereby mutually agreed and covenant with each other as follows:-

- 1. NAME: That the name of the Partnership business shall be "NASKAR CONSTRUCTION" and the name may be changed hereafter into some other name and/or names as desired by the Partners hereof.
- 2. PLACE: That the place of the business shall be at 'KADAM RESIDENCY', Fourth Floor, Balia, Boro Battala, P.O. Garia,

P.S.- Sonarpur, Kolkata- 700084, as such other place or places as may be found convenient by the parties hereof by their mutual consent and shall be entitled to open branch or branches, agency or agencies, any local office or offices in any place or places within Indian Union by mutual consent.

- 3. OBJECTS: That the main object of the partnership business shall be that of civil contractor and Developer and also construction of multi-storied buildings and development /promotion of land or other business/s as the said parties may from time to time agree upon.
- 4. <u>CAPITALS</u>: That the Opening Capital of the partnership business shall be the sum of Rs. 4,00,000/- (Rupees Four Lakh) only made and raised by the parties in the following manner:

<u>THE FIRST PART</u>: Rs. 3,50,000/-

THE SECOND PART : Rs. 25,000/-

THE THIRD PART : Rs. 25,000/-

5. That the net profit and losses of the partnership business (after paying all its expenses) shall be divided amongst and borne by the parties hereof in the following manner:

THE FIRST PART : 75%

THE SECOND PART : 12.5%

THE THIRD PART : 12.5%

- BORROWING: That the Partners are however competent, by mutual consent, to increase the capital by borrowing money from any bank/financial institution at a reasonable rate of interest either for the purpose of carrying on the business of the firm or for its expansion.
- 7. <u>NEW PARTNERS</u>: The Partners hereto if agreed upon mutually by all of them, admit any new Partner and or Partners upon such terms and conditions as may be agreed upon.
- 8. INVESTMENT: That for the smooth running and advancement or emergency of the business as and when required, any partner may invest, by the consent of the other partners, any amount of capital and it shall be treated as short term loan (six months) of the said firm and as and when the fund permit the loan to liable to be refundable with an interest as per mutual settlement between the parties hereof.
- 2. LICENSES: All Licenses connecting to the business of the firm are subject to be renewed in the name of the firm are subjected to be represented by any of the Partners hereto with the consent of the other partners and if necessary the partners hereto may appoint any person by a Power of Attorney to represent before any appropriate authority for the same.

- Bank Accounts in the name of the Partnership Firm with any Schedule Bank or Banks and only the party of the First Part (i.e. Sri Palan Naskar) shall have the power to operate the Bank account solely and to control the finance of the Partnership business.
- and/or follow the English Financial year i.e. from the 1st day of April to 31st day of March and the books of accounts shall be annually closed at the end of the month of March unless such closure or adjustment are prevented by the contingency or act of God and in that case, they may close the same as early as possible before the expiry of the next financial year.
- 12. BOOKS OF ACCOUNTS: That the proper books of accounts of the business shall be maintained and the same shall be kept in the place of the business and shall remain open to inspect by the partners hereof at all reasonable time and none of the partner hereof shall have any right to exclusive possession or custody of the books of accounts of the firm.
- 13. RETIREMENT: Any partner may retire from the Partnership firm on giving to the other partners not less than 3 (three) calendar months previous notice in wiring of his intention to do so, and at

expiration of such notice the partners, giving such notice, shall stand retired from the Partnership Firm and the partnership shall be continued between the remaining partners. The proper allocation and adjustment of the assets and liabilities would be made and carried to the respective personal ledgers and in case of Credit balance the retiring partners would be entitled to demand the amount or amounts after a mutual settlement between the retiring Partner and the Surviving Partners and in case of Debit balance the same shall be treated as liability or liabilities of such retiring partner which will be recovered from him by taking recourse from firm (other partners) shall be entitled to take proper action and/or actions against that partner and if necessary the remaining partners will be entitled to expel that partner without showing any notice from the partnership firm and in that case that partner, who was expelled from the partnership, shall not be entitled to claim any right, title and interest in the Partnership Firm.

14. REMUNERATION OF PARTNERS: That all the partners of the firm are and shall be working partners. The Partners of the firm shall be entitled to withdraw remuneration as fixed by mutual consent amongst the partners.

- DEATH: That the death of any partner, the Partnership shall not be dissolved and it shall continue between the surviving partners and the heir or legal representative of the deceased partner. The heirs or legal representative of the deceased partner will step into the shoes of the deceased partner. In case of the heirs or legal representative of the deceased partner is unwilling to join in the partnership then the shape of the deceased partner in the capital, assets and profit of the Partnership, as on the date of the death of the deceased partner, shall be taken and paid off and the partnership shall be continued between the Surviving partners and in that case the heirs or legal representative of the deceased partner shall not have any claim, right or interest in the goodwill of the partnership firm.
- 16. INSOLVENCY: That in case of Insolvency of any Partner, the Partnership shall not be dissolved and in that case the share of the insolvent partner in the capital, assets and profit of the partnership as on the date of Insolvency shall be taken and paid off to the Receiver or the Official Assignee as the case may, and the partnership shall continue between the Surviving Partner and in that case, the Insolvent partner shall not be entitled to claim any right or interest in the Goodwill of the Partnership firm.

17. STIPULATIONS:

- a) That no partner shall assign loan or mortgage his share or interest in the firm wholly or in part, to any person other than the partners of the firm.
- b) Each Partner shall be just and faithful to the others and shall at all times give to other partners full information and faithful explanation all matters relating to the affairs of the said partnership for mutual advantage.
- That no partner shall without the consent of the other partner in writing stand bail or surety for any person or make assignment absolute or partial by way of mortgage or declaration of trust his share of interest in the partnership or knowingly permit, anything to be done whereby the properties of the firm's business may be seized or attached or taken in possession.
- d) That no parties shall be allowed to enter into any illegal contract or betting or gambling of any sort in the firm's name or bind the assets of the partnership business in any way except for the benefit of the firm's business and with the previous consent in the writing of the other partner thereof.

- e) No partner of the firm shall transfer his interest in the firm either absolute or by mortgage or by creation of a charge on any interest in writing.
- f) All the partners of this Partnership Business are "working partners", so all of them have to work together with same effort for the upliftment of their business.
- 18. ARBITRATION: All disputes and differences by and between the partners hereto in any way relating to or connected with the said business shall be referred for arbitration to the Arbitrator appointed by all the partners mutually, and the same shall to be adjudicated in accordance with The Arbitration and Conciliation Act, 1996 as modified from time to time. The Arbitrator shall have the right to proceed summarily and to make interim awards, as well as final awards which will be binding on all the partners.
- 19. GENERAL: That the provision of the Indian Partnership Act,
 1932 shall so far as they are applicable govern this Partnership
 Business subject however to the express condition contained in
 this presents.

IN WITNESSES WHEREOF we, the Parties have hereto set and subscribed our hands and seals the day, month and the year first above.

SIGNED, SEALED AND DELIVERED in

the presence of:

WITNESSES:

1. Dil ska Bhottachayer Advocate High Cout, Calcutton

Adar rakor

Signature of the First Partner

2. Rhebstar chanda Gara Stn. Rd. Kal-84

Sourar Maskar.

Signature of the Second Partner

Spratik Naskan
Signature of the Third Partner

Drafted by:-

Dibakar Bhattacharjee

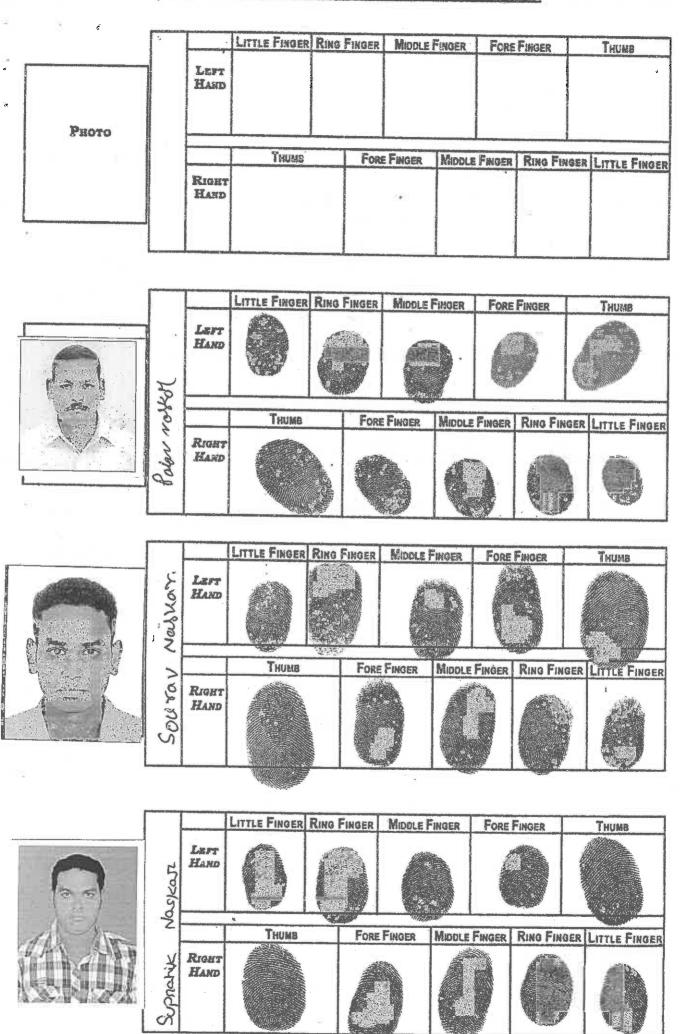
High Court, Calcutta.



Additional District Sub-Registrar, Garia South 24 Parganas

04 NOV 2016

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Additional District Sub-Registral, Garia South 24 Parganas

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Major Information of the Deed

Deed No:	IV-1629-01123/2016	Date of Registration	11/4/2016 12:58:34 PM		
luery No / Year 1629-1000391096/2016		Office where deed is registered			
Query Date	04/11/2016 12:35:31 PM	A.D.S.R. GARIA, District: South 24-Parganas			
Applicant Name, Address & Other Details	Address Dibakar Bhattacharjee High Court, Calcutta,Thana: Hare Street, District: Kolkata, WEST BENGAL, PIN - 700001, Mobile No.: 9831072514, Status: Advocate				
Transaction		Additional Transaction			
[4201] Partnersip, Partners	hip	9 - 19 - 19 - 19 - 19 - 19 - 19 - 19 -	ii m ha man aigh in ag mign chaid is ga magh hag sig a 18 th 18 de ann an an an an aintag a 18 de is d'an a an an an		
Set Forth value		Market Value			
Stampduty Paid(SD)		Registration Fee Paid			
Rs. 150/- (Article:46A)		Rs. 7/- (Article:E)			
Remarks					

Partner Details:

SI No	Name, Address, Photo, Finger print and Signature			
1	Name L	Photo	Fringerprint	Gignature
	Mr Palan Naskar Son of Late Manik Naskar Executed by: Self, Date of Execution: 04/11/2016 , Admitted by: Self, Date of Admission: 04/11/2016 ,Place : Office			Palar Nokk
	,	04/11/2016	LTI 04/11/2016	94/11/2016
2	Kadam Residency, Fourth Floor, Balia, Boro Battala, P.O:- Garia, P.S:- Sonarpur, District:- Parganas, West Bengal, India, PIN - 700084 Sex: Male, By Caste: Hindu, Occupation: Bus Citizen of: India, Status: Individual Name Photo Fringerprint Signature			
dra.	Mr Sourav Naskar Son of Mr Palan Naskar Executed by: Self, Date of Execution: 04/11/2016 , Admitted by: Self, Date of Admission: 04/11/2016 ,Place : Office		boton	Sousan Natur
		04/11/2018	LTI 04/11/2016	04/11/2016
	Kadam Residency, Fourth Floor, Balia, Boro Battala, P.O:- Garia, P.S:- Sonarpur, District:-South 24 Parganas, West Bengal, India, PIN - 700084 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status :Individual			

Name Photo Fringerprint Signature

Mr Supratik Naskar
Son of Mr Palan Naskar
Executed by: Self, Date of
Execution: 04/11/2016
, Admitted by: Self, Date of
Admission: 04/11/2016 ,Place
: Office

04/11/2016

LTI
04/11/2016

Kadam Residency, Fourth Floor, Balia, Boro Battala, P.O:- Garia, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status :Individual

Identifier Details:

Mr Bhaskar Chanda
Son of Mr Goutam Chanda
159, Garia Station Road, P.O:- Garia, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084,
Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , Identifier Of Mr Palan Naskar, Mr Sourav Naskar, Mr Supratik Naskar

04/11/2016

Mexicular

Endorsement For Deed Number: IV - 182901123 / 2016

On 04-11-2016

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.

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

Presented for registration at 12:42 hrs on 04-11-2016, at the Office of the A.D.S.R. GARIA by Mr. Palan Naskar, one of the Executants.

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

Execution is admitted on 04/11/2016 by 1. Mr Palan Naskar, Son of Late Manik Naskar, Kadam Residency, Fourth Floor, Balia, Boro Battala, P.O. Garia, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Business, 2. Mr Sourav Naskar, Son of Mr Palan Naskar, Kadam Residency, Fourth Floor, Balia, Boro Battala, P.O. Garia, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Business, 3. Mr Supratik Naskar, Son of Mr Palan Naskar, Kadam Residency, Fourth Floor, Balia, Boro Battala, P.O. Garia, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Business

Indetified by Mr Bhaskar Chanda, , , Son of Mr Goutam Chanda, 159, Garia Station Road, P.O: Garia, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7/- (E = Rs 7/-) and Registration Fees paid by Cash Rs 7/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 150/- and Stamp Duty paid by Stamp Rs 150/- *Description of Stamp

2. Stamp: Type: Impressed, Serial no 1722, Amount: Rs.100/-, Date of Purchase: 27/10/2016, Vendor name: S Deb 2. Stamp: Type: Impressed, Serial no 1723, Amount: Rs.50/-, Date of Purchase: 27/10/2016, Vendor name: S Deb



Abhljit Bera
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. GARIA
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV Volume number 1629-2016, Page from 12853 to 12870 being No 162901123 for the year 2016.





Digitally signed by ABHIJIT BERA Date: 2016.11.09 11:57:45 +05:30 Reason: Digital Signing of Deed.

(Abhijit Bera) 11/9/2016 11:57:44 AM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. GARIA West Bengal.

(This document is digitally signed.)