



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

R 767156

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*09/01/15*

Certified that the documents admitted to  
 registration. The signature sheet and the  
 original deeds attached with this  
 document are the part of this document.

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 09/01/15

Dist. Registrar  
 Barrackpore, 24 Pgs (N)

09 JAN 2015 0099 JAN 2015

**DEED OF PARTNERSHIP**

Contd. ...P/ 2





पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

N 300879

- 2 -

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made on this the 9<sup>th</sup> day of January 2015 of the Christian era.

Contd. ...P/3

২১/০৭/১৭  
৪৫৫ তারিখ..... বৃশা ১০৮  
স্টাম্প দেতার নাম..... Kallol Roy  
ঠিকানা.....  
পালা..... জেলা..... Barrackpore Court  
স্টাম্প দেতারের স্বাক্ষর.....  
এ্যাডিসনাল ডিষ্ট্রিক্ট সবি রেজিষ্ট্রার  
অফিস-নৈহতী, ২৪ পরগণা (উঃ)

No 150L



*[Handwritten signature]*

Addl. Dist. Sub-Registrar  
Barrackpore, North 24 Parganas



09 JAN 2014 2015

09 JAN 2015

বি সীম  
স্টাম্প দেতারের নাম : বাতী দে  
দেতারের নাম : বারাকপুর  
ডি.ডি. নং—  
স্টাম্প খরিদ করা হইয়াছে ২১/০৭/১৭  
স্টাম্প খরিদের তারিখ ২৫/১১/১৩

**Government of West Bengal**  
**Department of Finance (Revenue), Directorate of Registration and Stamp Revenue**  
**Office of the A.D.S.R. BARRACKPORE, District- North 24-Parganas**  
**Signature / LTI Sheet of Serial No. 00130 / 2015, Deed No. (Book - IV , 00020/2015)**

Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Shibu Biswas 382 Lelin Nagar, Thana:-Noapara, P.O. :-Garulla, District:-North 24-Parganas, WEST BENGAL, India	 09/01/2015	 LTI 09/01/2015	Shibu Biswas 09-01-15

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

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Shibu Biswas Address -382 Lelin Nagar, Thana:-Noapara, P.O. :-Garulla, District:-North 24-Parganas, WEST BENGAL, India	Self	 09/01/2015	 LTI 09/01/2015	Shibu Biswas
2	Joy Adhikary Address -385 Lelin Nagar, Thana:-Noapara, P.O. :-Garulla, District:-North 24-Parganas, WEST BENGAL, India	Self	 09/01/2015	 LTI 09/01/2015	Joy Adhikary
3	Nital Das Address -771, 2 No Mahadanga Colony, Thana:-Chandannagar, P.O. :-Chandannagar, District:-Hooghly, WEST BENGAL, India, Pin :-712136	Self	 09/01/2015	 LTI 09/01/2015	Nital Das

Name of Identifier of above Person(s)

Laxmi Narayan Ghosh  
Ichapur, Thana:-Noapara, District:-North 24-Parganas,  
WEST BENGAL, India

Signature of Identifier with Date

Laxmi Narayan Ghosh  
09.01.2015



(Prabin Kumar Goldar)  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**Office of the A.D.S.R. BARRACKPORE**



**Government Of West Bengal**  
**Office Of the A.D.S.R. BARRACKPORE**  
**District:-North 24-Parganas**

**Endorsement For Deed Number : IV - 00020 of 2015**  
**(Serial No. 00130 of 2015 and Query No. 1505L000000275 of 2015)**

**On 09/01/2015**

**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. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

**Payment of Fees:**

Amount By Cash

Rs. 7.00/-, on 09/01/2015

( Under Article : E = 7/- on 09/01/2015 )

**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.-1,00,000/-

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)**

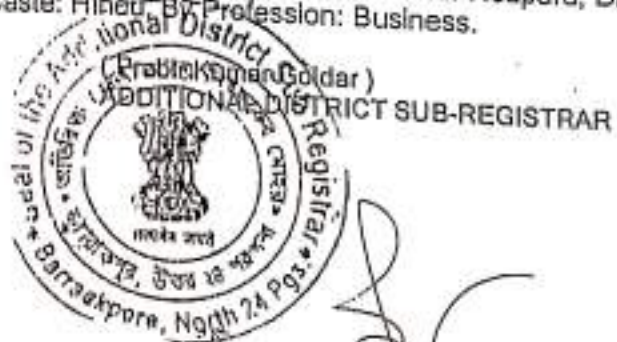
Presented for registration at 13.58 hrs on :09/01/2015, at the Office of the A.D.S.R. BARRACKPORE by Shibu Biswas , one of the Executants.

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

Execution is admitted on 09/01/2015 by

1. Shibu Biswas, son of Late Ramani Biswas , 382 Lelin Nagar, Thana:-Noapara, P.O. :-Garulia, District:-North 24-Parganas, WEST BENGAL, India, By Caste Hindu, By Profession : Business
2. Joy Adhikary, son of Patit Paban Adhikary , 385 Lelin Nagar, Thana:-Noapara, P.O. :-Garulia, District:-North 24-Parganas, WEST BENGAL, India, By Caste Hindu, By Profession : Business
3. Nitai Das, son of Birendra Nath Das , 771, 2 No Mahadanga Colony, Thana:-Chandannagar, P.O. :-Chandannagar, District:-Hooghly, WEST BENGAL, India, Pin :-712136, By Caste Hindu, By Profession : Business

Identified By Laxmi Narayan Ghosh, son of Late B N Ghosh, Ichapur, Thana:-Noapara, District:-North 24-Parganas, WEST BENGAL, India, By Caste: Hindu, By Profession: Business.



( Prabir Kumar Goldar )

**ADDITIONAL DISTRICT SUB-REGISTRAR**

Endorsement Page 1 of 1

09/01/2015 17:05:00

	LITTLE	RING	MIDDLE	FORE	THUMB	NAME Shibu Biswas
LEFT HAND:						
	THUMB	FORE	MIDDLE	RING	LITTLE	Shibu Biswas
RIGHT HAND:						Shibu Biswas
	LITTLE	RING	MIDDLE	FORE	THUMB	NAME Joy Ashikony
LEFT HAND:						
	THUMB	FORE	MIDDLE	RING	LITTLE	Joy Ashikony
RIGHT HAND:						Joy Ashikony
	LITTLE	RING	MIDDLE	FORE	THUMB	NAME Nitai Das
LEFT HAND:						
	THUMB	FORE	MIDDLE	RING	LITTLE	Nitai Das
RIGHT HAND:						Nitai Das
	LITTLE	RING	MIDDLE	FORE	THUMB	NAME
LEFT HAND:						PHOTO
	THUMB	FORE	MIDDLE	RING	LITTLE	
RIGHT HAND:						
						SIGNATURE



*[Handwritten signature]*  
09-01-15

Add. Dist. Sub-Registrar  
Barrackpore, North 24 Parganas

09 JAN 2015  
09 JAN 2015



✓  
A M O N G

SRI SHIBU BISWAS (PAN: AIKPBI438M) son of Late Ramani Biswas, by faith Hindu, by nationality Indian, by profession Business, residing at 382, Lenin Nagar, Holding No. 729/1, P. O. - Garulia, P. S. - Noapara, District - North 24 Parganas, PIN - 743133, hereinafter referred to as 'the FIRST PARTNER' (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include his heirs, executors, administrators, legal representatives, assigns and/or nominees) of the FIRST PART.

✓  
A N D

SRI JOY ADHIKARY (PAN: ANBPA9330M) son of Sri Patit Paban Adhikary, by caste Hindu, by nationality Indian, by profession Business, residing at 395, Lenin Nagar, Holding No. 743/1, P. O. - Garulia, P. S. - Noapara, District - North 24 Parganas, PIN - 743133, hereinafter referred to as 'the SECOND PARTNER' (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include his heirs, executors, administrators, legal representatives, assigns and/or nominees) of the SECOND PART.

✓  
A N D

SRI NITAI DAS (PAN: BINPD8503M) son of Sri Birendra Nath Das, by faith Hindu, by nationality Indian, by profession Business, residing at Holding No. 771, 2 No. Mahadanga Colony, P. O. & P. S. - Chandannagar, District - Hooghly, PIN - 712136, hereinafter referred to as 'the THIRD PARTNER' (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include his heirs, executors, administrators, legal representatives, assigns and/or nominees) of the THIRD PART.

✓  
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WHEREAS the above mentioned three Parties have agreed to become Partners and to carry on the business in Partnership and the Parties hereto are desirous of recording the terms and conditions in writing to avoid disputes and misunderstandings which may arise in future among the Partners in conducting the Partnership business.

NOW IT IS HEREBY AGREED BY AND AMONG THE PARTIES HERETO that they have become Partners and join in Partnership upon the terms and conditions herein after expressed. NOW THIS DEED WITNESSETH as under:

- 1) THAT the business of the Partnership Firm shall be continued under the name and style of "PRAKRITI PROPERTIES", hereinafter referred to as the "Firm".
- 2) THAT the present address of the business shall be at 395, Lenin Nagar, Holding No. 743/1, P. O. - Garulia, P. S. - Noapara, District - North 24 Parganas, PIN - 743133. The said Office of the business can be shifted at the convenient place or places according to the mutual consent of the Partners, in future. The Firm may open the branch or branches of the main unit to develop the business in future as per mutual agreement of the Partners above named.
- 3) THAT this Partnership shall be deemed to have commenced on and from 9<sup>th</sup> day of January 2015.
- 4) THAT the duration of the Partnership shall be at will.
- 5) THAT the object of the Partnership Firm shall be dealing with business of the Engineering & Civil Construction work, Development & Promotion of land, General Order Supply, Import & Export Business, Audio/Visual Production House, construction of multistoried building/ownership apartments, purchase of land, enter into an agreement with the land owner/(s) on behalf of the Firm in the Firm's name only, etc. and others as stated in the preamble or at any kind as may be decided by the Partners herein from time to time.

Contd. ...P/ 5

- 6) THAT the initial capital of the Partnership business shall be Rs. 1,00,000/- (Rupees one lac only). The First & Second Partner herein shall contribute Rs. 40,000/- (Rupees forty thousand only) each and the Third Partner herein shall contribute Rs. 20,000/- (Rupees twenty thousand only) and the same will be deposited in any of the Nationalized, Schedule and/or Foreign Bank or Bank in the name of the Firm for the smooth running of the business. All the Partners shall contribute equally any further capital required in future, from time to time for the interest of the business as per mutual settlement.
- 7) THAT the Partners hereto shall be entitled to received interest @ 12% per annum on their Capital Balance on the 31<sup>st</sup> March of each year before adjustment of the share of the profit or loss of the Partnership Firm.
- 8) THAT all the Partners of the business will be "Working Partner" and the total remuneration payable to each working Partner shall be Rs. 5,000/- (Rupees five thousand only) for each calendar month. In addition, each of the Partners will get 2% commission on turnover of the business.
- 9) THAT the Partners shall be entitled to revise and/or reduce the above remuneration/commission, the Parties hereto may also agree to revise the mode of calculation of the above said remuneration/commission as may be agreed to by and among the Partners from time to time.
- 10) THAT the "Book Profit" of the Firm, shall be computed in the manner laid down in explanation 3 of section 40 (b) of Income Tax Act, 1961 and/or any other application provision as may be in force for the income tax assessment of the Partnership Firm of the relevant accounting year/period.

Contd. ...P/ 6

11) THAT the remuneration payable to the working Partners shall be credited to the respective Capital account/current account at the close of the accounting year/period and when the final accounting are made up and the amount of remuneration shall fall due to each of them on determination the same in the matter referred to hereinbefore.

12) THAT the proper books of accounts shall be maintained wherein shall be recorded particulars of all moneys, goods and effects belonging to and/or owned by this Partnership and/or paid, received, sold and/or purchased in course of the business of this Firm and all such other matters transactions and/or things relating to the said Partnership business. The said books of accounts together with all securities, papers, documents and/or other things belonging to and/or concerning the said Partnership shall (except however those which are to be kept with the bankers of the Firm) be kept in the business premises of the Firm and shall not be removed from there without the consent in writing of the all Partners hereof first had and obtained. That none of the Partners shall have any right to exclusive custody or possession of the said books of accounts or documents but each of them shall have full access to the said books of accounts and/or documents at all reasonable time and shall be at liberty to check them and to take out such extracts therefrom as each of them may think proper or necessary.

13) THAT unless otherwise agreed upon by the Partners under exceptional circumstances the accounts of the Firm shall during the continuance of this Partnership be closed on the last day of March of each and every English Calendar year and thereafter, as soon as practicable, a general accounting shall be made up to the above date, the stock-in-trade, if there be any, credits, properties and effects and debts and liabilities of the Partnership business and every such annual account together with the trading and revenue accounts and balance sheet all be entered in the books of the Firm.

Contd. ...P/ 7

14) THAT immediately after the annual accounting as referred to above the Net profit or loss as the case may be of the Partnership business for the preceding year, shall be divided amongst the under noted Partners in the following ratio, that is to say-

I. SRI SHIBU BISWAS	40%	✓
II. SRI JOY ADHIKARIY	40%	✓
III. SRI NITAI DAS	20%	✓

It is specifically stated that the First & Second Partner herein will be the authorised signatory of the Firm 'PRAKRITI PROPERTIES' i.e. Sri Shibu Biswas and Sri Joy Adhikary will represent the Firm in all respect and everywhere for the smooth running of the business.

15) THAT a personal account in the name of each of the Partners herein hereto shall be maintained in the ledger of this Firm and all personal transactions with the Firm including monthly drawings as may be mutually agreed upon by each of the Partners hereto shall be duly recorded in their said respective personal accounts.

16) THAT notwithstanding anything to the contrary that may be contained hereinbefore none of the Parties hereof shall without the consent in writing of the other Parties hereof first had and obtained, be entitled to borrow in the name of the Firm and if any Party hereof commits breach of this provision he/she shall be personally liable for this such unauthorized act or acts, as the case may be, and shall further upon demand by the other Parties hereof forthwith make good all or any losses and/or damages which the Firm and/or other Party hereof may suffer on account of his/her such unauthorized borrowings as aforesaid.

Contd. ... P/ 8

17) THAT subject to the provisions the management and control of the Firm shall belong to, vest in and be exercised by the Partners hereof jointly and/or severally as to suit the occasion and for that purpose all or any of the Partners shall be competent to represent the Firm and/or act for and on behalf of the Firm in all or any affairs or matters and shall also be entitled to sign the name of and/or on behalf of the Firm in all or any agreements, contracts, bills, memos, challans, receipts, securities, letters, offers, postal/air and/or railway receipts, orders for delivery of the goods and/or moneys, sales tax declaration forms, negotiable and/or mercantile instruments, tenancy agreement, rent receipts, bills of lading and/or all any other papers and/or document whatsoever which may be shall be required to be signed by or on behalf of the Firm in the course of the activation and to receive and/or collect for and/or on behalf of the Firm all or any goods, merchandises, moneys, cheques, drafts, refunds and/or pay orders from all persons, Firm, associations, organizations.

18) THAT the banker of the Partnership shall be any Nationalized, Schedule, and/or Foreign Bank or such other banker or bankers as the Partners may from time to time agree. The said bank account or accounts shall be operated and signed jointly by the First & Second Partners herein. Besides, the Firm shall be entitled to take loan from any Bank or Banks or W.B.F.C. or any financial institutions and/or any Person or Persons, etc. it Future if necessary.

19) THAT all the Parties hereof shall be just and faithful to the all other Parties hereof and shall at all-time give to their full information and truthful explanations without any concealment or suppression of all matters within his/her knowledge relating to affairs of the Partnership and honestly and diligently work for the Firm affording thereby every assistance in his/her power in carrying on the business of the Firm to their utmost mutual benefit.

Contd. ...P/9

- 20) THAT none of the Parties hereof shall enter into any bond, confess judgment, become bound as bail and/or stand surety with or for any person or persons or willing to do or suffer or cause to be done any act, deed matter and/or thing whereby the Capital, Property and/or Goodwill of the Firm and/or any part hereof may be seized, attached, extended, taken into execution and/or jeopardized.
- 21) THAT none of the Parties hereof shall bind the Partnership assets in any way except for the benefit of the Firm's business and without the previous consent to that effect in writing of the other Parties hereof first had and obtained.
- 22) THAT except in the course of normal activities of the Firm none of the Parties hereof shall without the consent in writing to that effect of the other Parties hereof first had obtained, lend any money or other assets of the Firm to any person or persons, firm or firms, company or companies and/or association or associations. If any Partner commits breach of this provision he/she shall forthwith upon demand by the other Party/Parties make good all/or any losses and/or expenses which the Firm and/or the other Party/Parties hereof may suffer and/or incur on account of his/her such unauthorized act or acts as aforesaid.
- 23) THAT none of the Parties hereof shall without the consent in writing of the other Parties hereof first had and obtained, sell, mortgage, charge, encumber, alienate and/or otherwise deal with his/her share in the share in the Firm or any portion thereof to any outsider.

- 24) THAT each of the Parties shall discharge his private and/or separate debts and liabilities if any and shall always keep the Firm and the other Partners/Partners clear, acquitted, exonerated and free from all or any losses or damages for any of his private and/or separate liabilities.
- 25) THAT each Partner shall forthwith pay and/or make over the Firm all or any moneys, cheques, pay orders, drafts, negotiable and/or mercantile instrument, promissory notes, hundies and/or goods received and/or collected by him for and/or on account of the Firm.
- 26) THAT the Partnership as at present constituted shall not be liable for any debts or liabilities contracted or incurred by any of the Partners hercof in his personal capacity and not for the purpose or benefit of the present Partnership Firm.
- 27) ANY Partner desirous to disassociate with the Firm may do so by signifying his intention and communicate in writing to the other continuing Partners at least three months prior to such retirement. In such event, the share of such retiring Partner shall be assessed with accordance to the capital and assets of the Firm and shall be paid within six months from the fund by debiting the same in the books of accounts and thereafter the remaining Partners shall continue the said business in their absolute discretion.

Contd. ...P/ 11



28) THAT all matters, differences and disputes and all questions whatsoever which may or shall either during the continuance or upon determination of this Partnership arise among the Partners hereof and/or their heirs/nominees and/or legal representatives of any deceased Partner hereof in regard to any matter or thing whatsoever relating to the Partnership affairs and/or to the constructions and/or application of any clause herein contained and/or to any account, valuation and/or divisions to made hereunder and/or any act, deed and/or the rights, duties and/or liabilities of any persons under these presents shall unless forth with be mutually resolved by the Parties involved be immediately referred to arbitration according and subject to the provisions of the Indian arbitration Act (Act/of 1940) or any other statutory modifications thereof for the time being in force.

29) THAT in all matters not herein otherwise expressly provided for, the Indian Partnership Act (Act IX of 1932) or any statutory modifications thereof in force for the time being shall apply.

30) THAT all or any of the above terms may be varied, modified, changed and/or added to by mutual consent of the Partners hereof to be either expressed in writing or implied from conduct.

The other terms and conditions shall be determined in accordance with the Indian Partnership Act, 1932 or any statutory modification thereof.

Contd. ...P/ 12

IN WITNESS WHEREOF, all the Three Parties hereto do hereby set and subscribe their respective signatures hereunto out of their own accords in sound states of health and mind without any provocation on this day, month and year first above written.

Signed and Delivered by all the Partners at 395, Lenin Nagar, Holding No. 743/1, in the presence of:

1) Kallol Roy  
Advocate

Shibu Biswas

(SHIBU BISWAS)

SIGNATURE OF THE FIRST PARTNER

Joy Adhikary

(JOY ADHIKARY)

SIGNATURE OF THE SECOND PARTNER

2) Laxmi Novajun Ghosh  
Shobha Narva Gang

Nitai Das

(NITAI DAS)

SIGNATURE OF THE THIRD PARTNER

Prepared and Drafted on the basis of the information furnished by all the Parties by:

Kallol Roy

KALLOL ROY  
ADVOCATE  
F/1598/1613/95-

[Signature]



Add. Dist. Sub-Registrar  
Barackpore, North 24 Parganas

009 JAN 2015

09 JAN 2015

Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV  
CD Volume number 1  
Page from 37 to 54  
being No 00020 for the year 2015.



(Prabir Kumar Goldar) 13-January-2015  
ADDITIONAL DISTRICT SUB-REGISTRAR  
Office of the A.D.S.R. BARRACKPORE  
West Bengal