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पश्चिमबंगाल पश्चिम बंगाल WEST BENGAL

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13053/10
29/11/10

Case no - 1772

100/-

Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to the Document are the part of the Document.

Additional Registrar
of Assurances-III, Kolkata

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Additional Registrar of
Assurances III Kolkata
30 NOV 2010

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP IS MADE ON THIS THE 29th DAY OF NOVEMBER TWO THOUSAND AND TEN

BETWEEN

34250
24 Feb
250/-

668 29/11/10
150

Soumitra Projects Pvt Ltd
P-35 Motijheel Avenue
Kolkata 74

100 x 1 = 100
50 x 1 = 50

150

[Signature]
SANJAY KR. NARSARIA
STAMP VENDOR
KOLKATA

Stamp duty of _____
at the residence of _____

[Signature]
Additional Registrar of
Assurances III Kolkata
29 NOV 2010

[Signature]



4321

Soumitra Projects (P) Ltd

[Signature]
DIRECTOR
(AMITABH ROY)



4322

P.T.O

MOONTHILL EXPORTS (P) LTD

Hemant Kumar Sinaria
DIRECTOR
(HEMANT KUMAR SINARIA)

[Signature]
Additional Registrar of
Assurances III Kolkata
29 NOV 2010

T. Kumela
P.T.O

भारतीय गैर न्यायिक

पचास
रुपये

रु.50



FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

E 730354

M/S. SOUMITA PROJECTS PRIVATE LIMITED, a Company duly incorporated and registered under the meanings and provisions of the Companies Act, 1956 having its registered office at the premises no. P-35, Motijheel Avenue, Police Station Dum Dum, Kolkata 700 074, hereinafter referred to called the First Partner of the FIRST PART (which term and expression shall unless repugnant to the context mean and include its successors, successors-in-interests and assigns).

668 29/11/10

Soumitra Projects Pvt Ltd
P-35 Mokijheel Avenue
Kolkata-74

100 x 1 = 100
50 x 1 = 50

150

BANJAY KR. NARSARIA
STAMP VENDOR
KARMPUR



WELL HOUSE PROJECTS PVT LTD

Soumitra
DIRECTOR.
(SAMARECO DAC)



T. Kundu
Co-Late P.C Kundu
10, Old Post Office St.
KOL-1
Survia

Additional Registrar of
Assurances III Kolkata
99 NOV 2010

AND

M/S. MOUNTHILL EXPORTS PRIVATE LIMITED, a Company duly incorporated and registered under the meanings and provisions of the Companies Act, 1956 having its registered office at the premises no. 135A, Chittaranjan Avenue, 2nd Floor, Room no. 13, Kolkata 700 007, hereinafter referred to called the Second Partner of the SECOND PART (which term and expression shall unless repugnant to the context mean and include its successors, successors-in-interests and assigns).

AND

M/S. WELLHOMES PRIVATE LIMITED, a Company duly incorporated and registered under the meanings and provisions of the Companies Act, 1956 having its registered office at the premises no. 44/2H/26, Muraripukur Road, Kolkata 700 054, hereinafter referred to called the Second Partner of the THIRD PART (which term and expression shall unless repugnant to the context mean and include its successors, successors-in-interests and assigns).

WHEREAS it is stated that the Parties of the First and Second Part and the Third Part had amicably agreed to start business under the co-partnership under the name of style of **M/S. SONARTORI PROJECTS** having its office at the premises no. 186, Rajarhat Road, Kolkata 700 157 initially for the construction, promotion, building, development and erection of a housing project namely, "SONARTORI" consisting of three building/s thereof and various unit/s, flat/s, space/s, apartment/s of different categories and also all types of civil works and on mutual decision/s the other trades and affairs within the territory of India and if warrants and mutually decided at abroad on the terms, conditions, enumerations, provisions and others as under.

AND WHEREAS the Partners herein for the purpose of recording the terms, conditions, enumerations, provisions and covenants and others as under in order to achieve the intentions as above are executing these presents amongst themselves.

NOW THIS DEED OF PARTNERSHIP WITNESSETH and the parties hereto hereinbefore mentioned of the First, Second and Third Part agreed and declared as hereunder:

1. That the business of the partnership shall be carried on under the name and style of **M/S. SONARTORI PROJECTS** having its office at the premises no. 186, Rajarhat Road, Kolkata 700 157 or at such other place or places shall be decided by the partners from time to time initially for the construction, promotion, building, development and erection of a housing project namely, "SONARTORI" under the brand name of Mounthill and Wellhomes consisting of three building/s thereof and various unit/s, flat/s, space/s, apartment/s of different categories and also all types of civil works and on mutual decision/s the other trades and affairs within the territory of India and if warrants and mutually decided at abroad on the terms, conditions, enumerations, provisions and others as under. The Brand Mounthill and Wellhomes shall however remain the exclusive property and rights of M/s. Mounthill Exports Private Limited and M/s. Wellhomes Projects Private Limited. The authorized signatory namely, Amitabh Roy of the First Partner herein namely, Soumitra Projects Private Limited shall handle all the technical, legal, administrative and operational works and affairs of the subject project namely, Sonartori and for the same

whatsoever powers, authorities, power-of-attorney/s and/or authorization/s required thereto shall be provided in the name of the said Amitabh Roy for all times to come till completion of the project.

2. **INITIAL INVESTMENT WILL BE AGREED** and done by the First, Second and Third Partners herein equally, which in turn after a period of 12 months from the date of starting of business will be repaid by 25% (share of other partners) in installments by all the partners to each other. An interest of 9% shall be paid on such capital by all the Partners herein equally on the existing capital.

3. Any Partner can retire from business with a notice of 2 months with the mutual consent of the other partners but in that case business will not dissolved and shall be continued by the continuing partner/s as proprietor or the remaining partners of the said business, such proprietor or partner/s will have power to select other partner/s if he/they desired so.

4. That the partner/s to this instrument if they do decide may have some further branch or branches at such other place or places of the partnership business as shall be decided by them from time to time.

5. That the nature of the business of Partnership is initially for the construction, promotion, building, development and erection of a housing project namely, "SONARTORI" under the brand name of Mounthill and Wellhomes consisting of three building/s thereof and various unit/s, flat/s, space/s, apartment/s of different categories and also all types of civil works and on mutual decision/s the other trades and affairs within the territory of India and if warrants and mutually decided at abroad on the terms, conditions, enumerations, provisions and others as under. The partners shall however be competent to embark upon in any new line or lines of two Parties from time to time hereinafter.

6. That the capital of the Partnership business shall be contributed by the parties of the First Part, Second Part and Third Part as they mutually agreed between all the partners from time to time as and when required to contribute the same in the co partnership business. Initial investments as and by way of capital is by the First Partner, Second Partner and Third Partner is Rs.75,00,000/- (Rupees Seventy Five Lac) only invested by them equally i.e. to say Rs.25,00,000/- (Rupees Twenty Five Lac) only by each of them.

7. That the profit and/or loss of the partnership business shall be delivered between the partners as follows:

The Partner of the First Part, the Partner of the Second Part and the Partner of the Third Part shall get the ratio of shares i.e. 33.34%:33.33%:33.33% respectively of the profit of the following year and so on the subsequent years. And they shall in the like proportion bear all the losses including loss of capital if there be any.

8. That the Partnership business shall maintain such Bank account/Bank accounts whether current and/or savings in such bank or banks as shall be decided by the Partners between themselves and the account shall be operated only by the all the three Partners herein on behalf

of the firm and the authorized signatories for the First Partner shall be Amitabh Roy, for the Second Partner shall be Hemant Sikaria and for the Third Partner shall be Samaresh Das.

9. That the Partnership business hereunder contained shall be deemed to have commenced on and from 3rd December, 2010 and shall continue for the period as provided under the provisions of the Indian Partnership Act. And no formal deed in any shape or form whatsoever has been executed previously in the name of the said partnership business.

10. That the accounts of the firm will be maintained from 1st April to 31st day of March and Books of Accounts shall be maintained in English language and to be kept and maintained by the First Partner herein however, the same shall be open to inspection for the other two Partners herein time to time. At the end of the year the Books of Accounts will be closed and the Profit and Loss be ascertained and be transferred to the respective accounts of the partners, in their profit sharing/ratio as maintained in the clause 5 of the Co-partnership deed.

11. That the management of the partnership firm including the office of Administration sales and purchase of materials/goods of the business will be looked after by the partners of all the part jointly of the Partnership business.

12. That the Books of Accounts of the firm and all other papers and documents shall be kept at the main place of business of the firm and be opened for the inspection of partners or their lawyers, Agents, etc. duly authorized at all reasonable time with power to take copies thereof and to pay all costs of means for checking of the same.

13. That the General accounts of Assets and liabilities shall be taken along with yearly accounts of the partnership firm shall be recorded in a separate book which shall be signed by all partners or their authorized Representative/Representatives.

14. That the Partnership constituted shall be partnership at will and any partner by serving two months notice to this effect on the other partner shall be entitled to retire from this partnership he she shall be entitled to on retirement to his/her capital and share of profit/loss till the date of retirement of such partner the business shall not be dissolved and shall be continued by the continuing partner as proprietor of the business on such terms and conditions as shall them be agreed upon between themselves until the new partners joined in the business.

15. That the books of the accounts of the firm may be audited each year by a qualified accountant.

16. That unless otherwise agreed upon by the partners under exceptional circumstances, all partnership money, cheques and other financial documents not required for current expenses to be deposited with the Bank to the credit of partnership firm.

17. That each partner shall be entitled to get salary from the fund of the partnership business any sum or sums of money for his/her salary purpose as may be decided mutually from time to time between the partners. Such salary initially is fixed as Rs.10,000/- (Rupees Ten Thousand) only per month and the same shall be revisable as per the mutual settlement and/or decisions by and

between the Partners herein. The amount of the salary will be treated as expenses of the partnership business which shall be duly adjusted in the net profit or loss at the time of the closing accounts at the time of each accounting year of the firm.

18. That the terms and conditions of the partnership may be changed, rectified, added or modified as mutually agreed upon by the aforesaid partners.

19. That this Partnership business with all its assets and liabilities, goodwill and title may be converted to a Private or Public Limited Company in a suitable term of the partners may mutually agree upon.

20. No partner shall without the consent in writing will do any of the under mentioned and deed namely,

- a) Lend any money of the partnership firm to any person or any business.
- b) Deliver or credit any goods belonging to the firm where the other partner has forbidden him to do so.
- c) To pledge the credit of the partnership.
- d) To stand bail or surety which may in any manner endanger or effect the prestige, reputation and prestige of the partnership business.
- e) To open Banking account on behalf of the firm in his own name.
- f) To admit any liability in a suit or proceedings of the firm.
- g) To enter into partnership business on behalf of this partnership firm.

21. All the partners shall attend diligently to the business of the partnership and carry on the same for the greatest common advantage of the partners and partner shall be directly or indirectly engaged or interested in any trade or business of a like or similar of the aforesaid partnership business.

22. That the partners shall punctually pay and discharge their separate debts and liabilities and shall keep each other effectually indemnified against the same.

23. None of the partners shall be at liberty without the consent in writing of the others to raise loan in the name of the partnership business or none of them shall do anything which may encumber the partnership business and in violation thereof at the instance of any of the partners the other and the firm shall never be liable for the same.

24. Any of the partner during the continuance of the partnership if be desirous of retiring from the firm he/she must give two calendar month's notice to that effect to the other partners and in that event a final account will be drawn up to ascertain the amount owing due and payable by the firm

to her/his share and such retirement shall be effective on payment of such retirement shall be effective on payment of such amount to that retiring partner and in the event of such retirement by a partner the business will not be closed by the remaining partner/partners and will continue the same.

25. Same as herein provided on the death of any of the partners the firm shall not stand dissolved but the successors and the legal representatives of the deceased partner shall be entitled to the amount of share of profit also if any standing accumulated in the name of the deceased partner up to the date of death thereof and be stated that the successor or successors may be admitted as partner or parts in place of the deceased partner if the surviving partner agrees to do so.

26. In the event of death of any of the partner/partners his/her legal heirs or any nominee duly authorised by the deceased will be entitled to claim the share of assets, goodwill and accumulated profit, if any out of partnership properties.

27. Admission of the new partner will be made or taken only on the basis of the mutual consent (unanimously).

28. Notwithstanding anything contains herein either expressed or implied, none of the partner shall be or liberty to transfer or assign or otherwise encumber her/his share or interest in the partnership business to any other party or parties except the existing partner expressing refusal to accept the share on normal value and any misconduct on the part if any of the partners the other partner will take such steps or measures as may be decided by her/him or them.

27. All other matter or matters and affairs not falling under the clauses provided herein shall be decided by the between the partners hereof mutually and difference of opinion arising out of that shall be decided as per the provisions of the Indian Partnership Act in force.

28. Change of management of the affairs relating to partnership can be done by mutual consent of all the partners.

29. On retirement of any of the partner a complete account will be drawn up as to ascertain the assets of the partnership and valuation of goodwill and the partners retiring will be entitled to her/his share of such assets and goodwill and also to get refund of her/his share of capital as standing in the her/his name on the day after all adjustment of profit and loss drawings and her/his retirement will not be effective until and unless the amount calculated in this manner be fully settled.

30. Any dispute or difference which may arise between the partners with regard to the constitution meaning and effect of these presents or any part thereof or in respect of amounts of partnership business or rights and liabilities of the partners or dissolution or winding up of the partnership or any other matter/matters relating to partnership or its business shall be referred to the sole arbitrator namely, A.K. Chowdhary & Co., Advocates of 10, Old Post Office Street, Room no. 21, 1st Floor, Kolkata 700 001 and the same shall be proceeded in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed there-under and the venue and the jurisdiction of the said arbitration shall be at Kolkata only.

31. That any other matter/matters not specially mentioned in these presents shall be covered by the provisions of Indian Partnership Act as in force.

IN WITNESS WHEREOF the PARTIES hereto have herein to set and subscribed their respective hands on this day month and year first above written.

SIGNED SEALED AND DELIVERED by the consent of the First Partner, Second Partner and Third Partner in the presence of.

WITNESSES:

1. T. Kumaran
10, old Post office St.
KOL-1

Soumitra projects (p) Ltd
A.R.
Director
(AMITABH ROY)
PARTY OF THE FIRST PARTNER

HERETO

2. T. K. Sankar
10, old Post office St
KOL-1

Mounthill Exports (P) Ltd ✓
Hemant Kumar Sinha
Director
(HEMANT KUMAR SINHA)
PARTY OF THE SECOND PARTNER

HERETO

WELL HOME PROJECTS Pvt. Ltd. ✓
Samarjeet
Director
(SAMARJEET DAS)
PARTY OF THE THIRD PARTNER

HERETO

Identified by me
Sukla Sankar.
Advocate
High Court, Calcutta



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

Endorsement For Deed Number : IV - 06839 of 2010
(Serial No. 09918 of 2010)

On

Payment of Fees:

On 29/11/2010

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

Presented for registration at 19.10 hrs on :29/11/2010, at the Private residence by Amitabh Roy , one of the Executants.

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

Execution is admitted on 29/11/2010 by

1. Amitabh Roy
Director, M/s. Soumita Project Private Limited, P-35, Moti Jheel Avenue, Kolkata, Thana:-Dum Dum, District:-North 24-Parganas, WEST BENGAL, India, P.O. :- Pin :-700074 .
, By Profession : Business
 2. Hemant Kumar Siwaria
Director, M/s. Mounthill Exports Private Limited, 135 A, Chittaranjan Avenue, 2nd Floor, Room No 13, Kolkata, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700007 .
, By Profession : Business
 3. Samaresh Das
Director, M/s Wellhomes Private Limited, 44/2h/26, Muraripukur Road, Kolkata, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700054 .
, By Profession : Business
- Identified By T. Kundu, son of Late P. C. Kundu, 10, Old Post Office Street, District:-Kolkata, WEST BENGAL, India, P.O. :- Pin :-700001 , By Caste: Hindu, By Profession: Service.

(Prabhat Kr Ghosh)
ADDITIONAL REGISTRAR OF ASSURANCE-III

On 30/11/2010

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 : 46 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 7/-, on 30/11/2010

(Under Article : E = 7/- on 30/11/2010)

(Prabhat Kr Ghosh)
ADDITIONAL REGISTRAR OF ASSURANCE-III


(Prabhat Kr Ghosh)
ADDITIONAL REGISTRAR OF ASSURANCE-III

SPECIMEN FORM FOR TEN FINGERPRINTS

	<i>A. Roy</i>					
		(Left Hand)				
						
		(Right Hand)				
		Little	Ring	Middle	Fore	Thumb
	<i>Hemant Kumar Shrivastava</i>					
		(Left Hand)				
						
		(Right Hand)				
		Little	Ring	Middle	Fore	Thumb
	<i>Samir</i>					
		(Left Hand)				
						
		(Right Hand)				
		Thumb	Fore	Middle	Ring	Little
<p align="center">PHOTO</p>						
		(Left Hand)				
		(Right Hand)				
		Thumb	Fore	Middle	Ring	Little

Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV
CD Volume number 9
Page from 1458 to 1470
being No 06839 for the year 2010.



(Prabhat Kr Ghosh) 01-December-2010
ADDITIONAL REGISTRAR OF ASSURANCE-III
Office of the A.R.A.-III KOLKATA
West Bengal

1-12-10