

# Mrs. Atabi Banerjee

Notary, GOVT. OF WEST BENGAL Durgapur, Burdwan Professional Address: Durgapur Court Durgapur, Burdwan Pin - 713 216

# **Notarial Certificate**

(Pursuant to section 8 of The Notaries Act. 1952)

In Mrs. Atabi Banerjee, duly authorised by the Government of West Bengal to practise as a NOTARY do hereby verify, authenticate, certify, attest as under the execution of the instrument annexed hereto collectively marked "A" on its being executed, admitted and identified by the respective signatories as to the matters contained therein, presented before me.

According to that this is to certify, authenticate and attest that the annexed instrument "A" is the Jigman Deed of Reliner of Partner from Partnership Firm esecur by Sni Rapa Ray and 1. Snit. Barrali Ghe 21 Sni Rakesh Ray on violents ficention by Lel. Advocate -

PRIMA FACIE the annexed instrument "A" appears to be in the usual procedure to serve and avail as needs or occasions shall or may require for the same.



December in the year of Christ 20



Mrs. Atabl Banerjee, Notary Durgapur, Burdwan, W.B. Regn. No. 46/2007 Govt. of W.B.

Mrs. Atabi Banerjee NOTARY

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BENGAL Exp. Dt.-21,2,2027

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ANNEXURE- "A"

### **DEED OF RETIREMENT OF PARTNER**

THIS DEED OF RETIREMENT made on this............... day of Decumber , 2018

Rajib Roy

**Barnali Ghosh** 

Barnali Elish Rakesh Roy

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Mrs. Atabi Banerjee, Notary Durgapur, Bordwan, W.B. Regn. No. 40/2007 Govt. of W.B

6 DEC 2018

KHUDIF AM MONDAL Stamp Vendor Durgapur Court City Centre, Durgapur-16 L.No-1



পশ্চিমবঙ্গ पश्चिम बनाल WEST BENGAL

W 770579

#### BETWEEN

Sri Rajib Roy, aged about 43 (forty three) years, s/o Sri Ranajit Roy, by faith Hindu, by occupation businessman, residing at *Raypara*, Village and Post-*Metali*, PS-Barjora, Dist.-Bankura, Pin-722142, hereinafter referred to as the "Retiring Partner" (which expression shall unless excluded by or repugnant to the context shall mean and include his/her/their/its successors, legal heirs, administrators, representatives, executors, successors-in-interest and assigns) of the ONE PART

#### AND

Smt. Barnali Ghosh, aged about 42 (forty two) years, d/o Sri Arun Kumar Chatterjee, w/o Sri Amitava Ghosh, by faith Hindu, by occupation-businesswoman, residing at 55 Rani Rashmoni Path, City Centre, Durgapur-16, Dist.-Paschim Burdwan, and Sri Rakesh Roy, aged about 47 (forty seven) years, s/o Sri Sitaram Roy, by faith Hindu, by occupation businessman, residing at 21/16 Einstein Avenue, Durgapur-5, Dist.-Paschim Burdwan, Pin-713205, hereinafter jointly referred to as "Continuing Partners" (which expression shall unless excluded by or repugnant to the context shall mean and include his/her/their/its successors, legal heirs, administrators, representatives, executors, successors-in-interest and assigns) of the OTHER PART

Mrs. A Basserjee
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Regn. No. - 90/2007
Exp. Dt.-21.2.2021

Barnali Ghesh

Barnali Ghosh

Rakesh Roy

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Page 2 of 5

Mrs. Atabi Benerias, Notally Durganur, Burdwan, W.S. Regn. No. 40/2007 Govt. of W.S.

19 JUL 2018

Actress....

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KHUDIRAM MONDAL Stamp Vendor Durgapur Court City Centre, Durgapur-16 No-1

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WHEREAS with effect from 21st July, 2015 the parties hereto have been carrying on business in partnership in the firm under the name and style of M/S Aambani Housing Development Project on the terms and conditions recorded in the Deeds of Partnership dated 21st July, 2015 and 15<sup>th</sup> June, 2017, hereinafter individually referred to as "First Partnership Deed" and "Second Partnership Deed" respectively, and jointly referred to as "Deeds of Partnership".

AND WHEREAS It has been agreed between the parties hereto that the Retiring Partner shall conditions recorded herein, leaving the business of the said firm to be carried by the Continuing Partners or otherwise as the Continuing Partners may deem fit.

# NOW THIS DEED WITNESSES AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- The Retiring Partner has given notice to the Continuing Partners about his desire to retire from the said partnership firm in compliance with Clause (7) of the First Partnership Deed and Clause (xv) of the Second Partnership Deed.
- The Retiring Partner do hereby retire and shall be deemed to have been retired from the Said Partnership between the parties hereto and carried on as the name of M/S
- As from the said date the Continuing Partners have and will be entitled to continue to carry on the said business under the existing name and style of M/S Aambani Housing Development Project in partnership on such terms as may be agreed upon between
- The Retiring Partner do hereby admit and acknowledge that before the execution of this Deed of Retirement, the Retiring Partner has received from the firm of M/S Aambani Housing Development Project and the Continuing Partners Rs. 5,80,000/= (Rupees five lakh eighty thousand) only in full and final payment and satisfaction of all amounts standing to the credit of the Retiring Partner in the accounts of the said firm of M/S Aambani Housing Development Project including amount of capital, interest and share of profits of the Retiring Partner in the said firm of M/S Aambani Housing Development Project as also in full payment of the purchase money of all the share, right, title and interest of the Retiring Partner in the said firm of M/S Aambani Housing Development Project and in all the capital, assets, effects and goodwill thereof and the Retiring Partner has accepted payment of the said sum of Rs. 5,80,000/= (Rupees five lakh eighty (1) thousand) only as aforesaid in full discharge and satisfaction of all rights conferred upon the Retiring Partner on his retirement from the said firm of M/S Aambani Housing Development Project. Baserjee

Durgs of The Ret ring Partner do hereby assign, release and transfer unto the Continuing Partners Rogn. No. Sil his share, right, title and interest in the said firm of M/S Aambani Housing Exp. Dt. 21 Development Project constituted under the said hereinbefore recited Deeds of Partnership and in all the properties, assets, credits, effects, securities, permits, licences, quota rights, ownership rights, trade name and goodwill and contracts entered into and works executed and work-in-progress and deposits paid and moneys and properties due to the said firm M/S Aambani Housing Development Project TO HOLD the same unto the Continuing Partners absolutely.

Barnali Chush

Rakesh Rug

Barnali Ghosh

Mrs. Atabi Banerjee, Noter Durgapur, Burdwan, W.S. Regn. No. 40/1007 Govt. of W.B.

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- 6. The Retiring Partner do hereby release the Continuing Partners and each of them and the Continuing Partners and each of them do hereby release the Retiring Partner from all actions, accounts, claims and demands in relation to the said partnership constituted under the Deeds of Partnership and from all the covenants, agreements, matters and things in the said hereinbefore recited Deeds of Partnership contained, but without prejudice to any rights, claims or remedies of the said releasing parties respectively under the provisions and stipulations contained herein. 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.
- 7. The Continuing Partners shall be entitled to collect all the assets of the said partnership and to demand, sue for, recover, receive and give full and effectual receipts and discharges for all debts and effects of or due or arising or belonging to the said Partnership and to settle all accounts relating to any of the said debts or claims and to institute and to prosecute any suits, actions or other proceedings for compelling payment or delivery thereof.
- 8. The Continuing Partners do and each of them do hereby jointly and severally covenant with the Retiring Partner that the Continuing Partners will at all times hereafter bear and pay and discharge all the debts and liabilities including tax liabilities of the said firm and indemnify and keep indemnified the Retiring Partner from all actions, proceedings, claims, costs, charges, expenses and demands in respect thereof.
- 9. In order to enable the Continuing Partners to get in and receive the partnership assets, effects and premises, the Retiring Partner do hereby irrevocably appoint the Continuing Partners and each of them jointly and severally his true and lawful attorneys in their names solely or jointly with and/or in the name of the said firm of M/S Aambani Housing Development Project or otherwise to ask, demand, sue for, recover and receive and to sign and give full and effectual receipts and discharges for all and singular the assets and effects of or due o owing or anywise belonging to the said partnership or any part thereof and otherwise to act in the premises for the purposes aforesaid as the Continuing Partners may think proper and generally to use, take and prosecute every or any method or expedient whatsoever for recovery and receiving the partnership assets and effects or any part thereof in as full, ample and beneficial a manner as the Retiring Partner and Continuing Partners might or could jointly have done in case the Retiring Partner had continued to be a partner in the said Partnership.

Mrs. A Faterjee with the Retiring Partner that they the Continuing Partners will at all times hereafter Durgapy for dwar bear and pay and discharge all the debts and liabilities including tax liabilities of the said Regn. No. 40/2007 firm, and indemnify and keep indemnified the Retiring Partner from all actions, Exp. DL-21.2.2022 proceedings, claims, costs, charges, expenses and demands in respect thereof.

The income tax payable by the firm will be paid by the Continuing Partners and the Retiring Partner will pay the income tax on his income and other moneys received from the firm.

Rajib Roy

Barnali Ghosh

Rakesh Roy

Mrs. Atabi Barlerjee, Notare Durgapur, Burdwan, W.B. Regn. No. 40/2007 Govt of W.B

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IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seal on the day, month and year first above written.

SIGNED AND DELIVERED BY THE RETIRING PARTNER AT **DURGAPUR IN PRESENCE OF** 

Name: AMITAVA GHUSH Address: 55 Ravi Raomoni Patter City Centre, Durgapun-16 SIGNATURE OF RETIRING PARTNER

SIGNED AND DELIVERED BY THE

CONTINUING PARTNERS AT **DURGAPUR IN PRESENCE OF** 

SIGNATURES OF CONTINUING PARTNERS

Barnali ahosh-

Name: Anup Mazumden
Address: 58 zonal Maaket Conplus
A. Zone Dhogapher. 4 2 Pakesh Roy
Rakesh Ro

Rakesh Roy

Drafted and prepared in my office and identified by me

Saradindu Kumar Panda Advocate, Durgapur Court

Mrs. A Samerjee Durgapud Pkindwan Regn. No.- 2012007

INSTRUMENT "A" REPSERED TO

IN THE HOTARIAL CERTIFICATE

A SINGTON NAME OF THE PROPERTY W.S.

REGIL M. C. COFFERNY GOVE OF W.S.

Mrs. Atabi Barrarjee, Notare Durgapur, Burdwan, W.S. Regn. No. 40/2007 Govt. of W.B.

# ACKNOWLEDGEMENT/RECEIPT

Received of and from the above named Continuing Partner the prior mentioned sum of Rs. 5,80,000/= (Rupees five lakh eighty thousand) only on execution of this Deed of Retirement of Partner as full and final payment and satisfaction of all amounts standing to the credit of the Retiring Partner in the accounts of M/S Aambani Housing Development Project including amount of capital, interest and share of profits of the Retiring Partner in M/S Aambani Housing Development Project as also in full payment of the purchase money of all the share, right, title and interest, if any, of the Retiring Partner in of M/S Aambani Housing Development Project and in all the capital, assets, effects and goodwill thereof as per Memo below:

MEMO OF CONSIDERATION

Mode of transfer	Date of transfer	Drawee Bank	Amount
		The Burdwan Central Cooperative Bank Limited (IFSC-HDFC0CBCCBL)	
NEFT	05/11/2018	The Burdwan Central Cooperative Bank Limited (IFSC-HDFC0CBCCBL)	Rs. 80,000/=
Total			Rs 5,80,000/=

(Rupees five lakh eighty thousand)

Witness no.1:

(Name: AMITAVA GHOSH

Address: 55 Raw Rashmoni Path City Contre, Dungapun-16

Signature of Retiring Partner

Rajib Roy

Witness no.2: Anul M.

(Name: Anup Mazunda

Address: 58 20 nal Market Complex A. Zono, Dungapun- 4

Mrs. A Baserjee Durgetan, 接irdwan Regn. No. - 60/2907 Exp. Dt.-21.2.2023

