

0/126/18



INDIA NONJUDICIAL

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

Before the Notary Public at Alipore



U 975622

POT RAJLAKSHMI ASSOCIATE Shelpi Ghowh

### DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made on this the 17<sup>th</sup> day of SEPTEMBER 2015, between SRI ANIL CHANDRA GHOSH son of Late Surendra Chandra Ghosh by faith Hindu, by occupation Business, by national Indian, residing at E-14, Sammilani Park, P.O. Santoshpur P.S. Survey Park, Kolkata – 700 075 the FIRST PARTY (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, assigns and representatives) of the FIRST PART.

Contd.....Pg/2.

OF INOIN TO NOW A SAIN OF THE PROPERTY OF THE

2 2 SEP 2015

NUNDIA



RAJLAKSHMI ASSOCIATE Shidpi Ghook

Page 2 of 5

GOVT. OF 17.0 REGD. NO. 0 1537 2000

#### AND

SMT SHILPI GHOSH wife of Sri Tapash Kumar Ghosh, by faith Hindu, by occupation Business, by national Indian, residing at 2081, Chak-Garia, E-14 Sammilani Park, P.S.: Survey Park, P.O. Santoshpur, Kolkata-700 075 the SECOND PARTY (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, assigns and representatives) of the SECOND PART.

Both the parties hereto have decided to carry on a partnership business under the name and style of "M/S. RAJLAKSHMI ASSOCIATE" having its office at 2081, Chak-Garia, E-14, Sammilani Park, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075 as the BUILDERS / DEVELOPERS/ CONTRACTORS of any Housing Complex.

Both the parties hereto thought it fit and proper to execute a written **DEED OF PARTNERSHIP** to avoid future disputes and differences amongst the parties hereto. **NOW THIS DEED OF PARTNERSHIP WITNESSETH** as follows: -

#### 1. NAME AND STYLE:-

This partnership firm shall continue to carried on under the name and style of "M/S. RAJLAKSHMI ASSOCIATE" having its office at 2081, Chak-Garia, E-14, Sammilani Park, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075.

#### COMMENCEMENT:-

That the partnership firm hereby constituted shall be deemed to have commenced on and from the 17<sup>th</sup> day of September 2015 and shall continue until any housing complex to be built / completed and disposed off.

#### PLACE OF BUSINESS:-

That the place of business of partnership shall be at premises no:- 2081, Chak-Garia, E-14, Sammilani Park, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075or at such other places as the partners shall mutually agree upon from time to time.

#### 4. NATURE OF BUSINESS:-

That the partnership hereby constitutes shall primarily be carried on the business of as Builders/ Developers/ Contractors of Housing Complex.

L 2 SEP 2015



#### 5. CAPITAL:-

The capital of the partnership shall consists of whatever has been or may be brought in the parties either in cash in the form of assets whatsoever the money would require and subject to be credited in the books of accounts of their partnership.

#### 6. SHARE:-

That the profit and loss of the partnership shall be divided and borne amongst the parties in the following ratios:-

SRI ANIL CHANDRA GHOSH the First Party ----- :- 50% SMT SHILPI GHOSH the Second Party -- :-50%

#### ACCOUNTING YEAR:-

That the accounting year of the partnership firm shall be every English Financial year i.e. from 1st April to 31st March, every year.

### 8. ACCOUNT:-

That the accounts of the partnership firm shall be kept and maintained as per usual commercial practice. On the last day of March or as soon thereafter possible on account shall be prepared showing the profit and loss of the partnership firm and as also the assets and liabilities of the firm. All the partners as token of their acceptance shall sign the said profit and loss account and balance sheet. The books of accounts with supporting documents shall be kept at the principal place of business.

#### BANKER:-

That as per mutual consent and agreement, ANY ONE of the partner shall operate the bank account. Both the partners jointly may raise loan from the bank for the said partnership business.

#### 10. CONDITION:-

That none of the partners shall without written consent of the others mortgage or transfer or sell in any way transfer his share of profit and part thereof in the said partnership business.



#### 11. WARRANTIES:-

That each partner shall-

- Work for greatest common good of the partnership business and shall not act in a manner or detrimental to the best interest of the partnership business,
- b. Be just and faithful to others
- c. Furnish all time to the others true and faithful information in all matters relating to the affairs of the partnership
- d. Effort every possible assistance and exercise reasonable diligence in carrying on the business to other mutual advantage.

#### 12. MANAGEMENT: -

- (a) That entire management of the partnership shall be in the hands of partners.
- (b) That on dissolution of the partnership business before the completion of project as mentioned before the property and assets of the firm shall be released and all procedures shall be applied first in paying the debts and liabilities of the firm, secondly in repaying to each partner the amount of capital brought in by him/her or accumulated in his/her or accumulated in his/her capital account and the surplus, if any, shall be divided among the partners according to their profit sharing ratio. The goodwill of the partnership shall also be valued and disposed off in the manner as the partners may mutually decide from time to time.

#### 13. **DEATH: -**

That in case of death of any of the partners, the partnership shall be continued along with one of the legal heirs of the deceased partner providing always that if the heir of the deceased partner does not prefer to become a partner, than the surviving partner may continue to carry on the business after paying to the heir of the deceased partner with interest accrued or due and share in goodwill, quota right and assets.

Page 5 of 5



#### 14. ARBIRATION: -

That in case of disputes and differences among the partners shall be referred to Arbitrators and each party having the right to nominate his/her owns Arbitrator. Decision of such Arbitrators shall be binding on all partners.

#### ALTERATION OF TERMS ETC:-15.

That any of the terms and conditions herein before contained not affecting the validity or essence of the partnership may be altered or modified by the parties on mutual consent which may either expressed in writing or inferable form of conduct.

IN WITNESSES WHEREOF the parties hereto set and subscribe their respective hands and seals on the day, month, and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF WITNESSES:-

1. Japosh Kumar Shook E-14 Sammilani Park KoThala . 700075

Partner

For RAJLAKSHMI ASSO

SIG. OF THE FIRST PARTY.

For RAJLAKSHMI ASSOCIATE Shelpe Ghosh

Partner

SIG. OF THE SECOND PARTY.

Drafted by:

Typed by: -

Alipore Police Court Kolkata-700 027

Signature Attested on Identification

lice Court Alipore Judges Regd. No.-1537/2

0, Govt. of India

Nabakumar Mukhopadhyay Advocate

22 SEP 2016
Alipore Police Court
Kolkete - 700 027 2 Advocate



Paper Writings 'A'
&
The Relative Notarial
Certificate

# Tapan Kumar Dey

Advocate
ALIPORE JUDGES & CRIMINAL COURT



# NOTARY

Govt. of India Regd. no. 1537/2000

## ADDRESSES

Chamber: "HEMANTABHA APARTMENT"

63, Santoshpur Avenue Kolkata - 700 075

Mobile Phone : 9830314080 (T.K.Dey)

9831109694 (Sujit)

Office:

ALIPORE CRIMINAL COURT

Bar Association (1st Floor)

Kolkata - 700 027 Phone : 2479-1068

Residence:

"AMULYA BHAVAN"

10, Seventh Street, Modern Park