

1981/13

IV

01199/13



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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

N 946854

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U/c-175/-

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B-3215/13

Additional Registrar of Assurances-III, Kolkata

Additional Registrar of Assurance-III Kolkata

Partnership

22 FEB 2013

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made on this 22nd day of February, Two Thousand and Thirteen between (1) **MR. PAWAN AGARWAL**, son of Mr. Babulal Agarwal, by faith Hindu, by nationality-Indian, by occupation- Business, presently residing at Rajwada Estate,

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NAME..... S. Paul & Co
 ADD.....
 Rs..... H K

- 8 FEB 2013

SURANJAN MUKHERJEE
 Licensed Stamp Vendor
 C. C. Court
 28, 29, K. S. Bby Road, Kol-1

8 FEB 2013

8 FEB 2013

Page



Identified by me:
 Suranta Das,
 Advocate
 High Court, Calcutta.

A. J.
 Additional Registrar of Insurance - III
 Kolkata

22 FEB 2013



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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66, Mahamayatala Road, Kolkata-700084 (Which expression unless repugnant to the context means and include his heirs and successors) hereinafter be referred as the party of the **First part** , (2) **MR. SUBHAJIT CHAKRABORTY**, Son of Mohanlal Chakraborty, since deceased, by faith- Hindu, by nationality- Indian, by occupation- business, presently residing at

140357

S. Paul
S

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NAME
- 8 FEB 2013
BURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. G. Hill Road, Kolkata

8 FEB 2013

8 FEB 2013



~~Additional Registrar of Assurance~~
Kolkata

22 FEB 2013

S.B.Road, Rajpur, Kolkata-700149 (Which expression unless repugnant to the context means and include his heirs and successors) hereinafter be referred as the party of the **Second part, (3) MR. BIKASH AGARWAL**, son of Mr. Rajendra Kumar Agarwal, by faith Hindu, by nationality- Indian, by occupation- Business, presently residing at ' Windsor Green' 26, Mahamayatala Mandir Road, Kolkata-700084 (Which expression unless repugnant to the context means and include his heirs and successors) hereinafter be referred as the party of the **Third part AND (4) MR. SANTONU DAS**, son of Gopal Chandra Das, by faith Hindu, by nationality Indian, by occupation-Business, presently residing at 81, Green Park, Narendrapur, Kolkata-700103(Which expression unless repugnant to the context means and include his heirs and successors) hereinafter be referred as the party of the **Fourth part** to this Deed.

WHEREAS the parties of First, Second, Third and Fourth part of this deed have agreed to carry on the business Development, Promoting, Construction of Property/ Properties and to sell the same in partnership under the name and style of **M/S MULTILINE GROUP**.

AND it is deemed expedient and desirable to reduce the terms and conditions governing to this deed of partnership into writing.

NOW, THEREFORE, THE DEED OF PARTNERSHIP WITNESSTH AS UNDER:

1. That the parties hereto shall work jointly in partnership for carrying on the business of Development, Promoting, Construction of Property/ Properties and to sell the same and/or other allied business.
2. That the business shall be carried under the name and style of **M/S MULTILINE GROUP** which may be changed from time to time with mutual consent of the parties to this deed.
3. That the place of business of the firm shall be carried on at or from **81, Green Park, Narendrapur, Kolkata-700103** and also at **Brinaban Apartment, 588, Mondal Para Road, Mahamayatala, Kolkata-700084** which may be changed from time to time with mutual consent of the parties to this deed.
4. That the business of the firm shall be deemed to have commenced on and from 1st day of January, 2013 and shall be continued to be carried on until determination as it is a partnership **AT WILL** .
5. That the initial capital of the firm shall be contributed by both the parties which will appear in the books of accounts. The initial capital of the firm comprises the following:

a) Party of the first part MR. PAWAN AGARWAL.....	Rs. 100000/-
b) Party of the second part MR. SUBHAJIT CHAKRABORTY.....	Rs. 100000/-



[Handwritten signature]

22 FEB 2018

c) Party of the third part **MR. BIKASH AGARWAL.....** Rs. 100000/-

d) Party of the Fourth part **MR. SANTONU DAS.....** Rs. 100000/-

The parties may contribute further capital from time to time as may be necessary for smooth running of business and shall carry interest on the balance capital standing at the beginning of the year. The rate of interest will be as per finance act from time to time and the said interest shall be debited in the Profit & Loss account of the firm as expenditure. The payment of interest either may be in actual payment from time to time or by crediting in the respective capital account of the partners at the end of the year.

6. That the bank account of the firm shall be opened in any nationalized bank or schedule bank and shall be operated by the all partners jointly. The firm may open overdraft account, cash credit account, bill discount account with any scheduled or nationalized bank and also can take loan from any bank, financial institution, company, firm and individual for the necessity of the business of the firm.

7. That the parties shall share profit & loss shared by the partners as under in following proportions:-


(a) MR. PAWAN AGARWAL	33.33%
(b) MR. SUBHAJIT CHAKRABORTY	16.67%
(c) MR. BIKASH AGARWAL	33.33%
(d) MR. SANTONU DAS	16.67%

8. That the both partners hereinabove are working/active partners to manage the firm jointly and each of them shall be entitled to draw a total sum of Rs.5000/- per month on account of salary, bonus, allowances or remuneration. They will also be entitled to draw commission @1% each on sales/turnover as per finance act. Salary, Bonus, Allowances, Commission or Remuneration by whatever name called hereinafter referred as to remuneration as prescribed under section 40(b)(v) of Income Tax Act,1961 shall be debited in the Profit & Loss account of the firm as expenditure. The payment of commission shall either be in actual payment from time to time or by crediting the respective capital account of the said partners at the end of the year. The allowable remuneration shall be as per Income Tax Act,1961.

9)... That the said working partners in consultation with each other shall be entitled to appoint personal/ staff/ officers/ workers and similarly shall have to right to suspend and to terminate the service of the same employee/ staffs etc.

10)... That the accounting year of the firm shall be from April to March and




Additional Registrar - Maternity
Bangalore

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10/10/2018

proper books of accounts shall be maintained under the supervision of parties hereto in English or in any other language according to English Gregorian calendar and the said books of accounts shall be closed and Profit and Losses as the case may be and withdrawal, if any, shall be adjusted within four months from the close of each accounting year or as soon as possible thereafter. The first books of accounts on 31.03.2013.

11)... That none of the parties shall sell, transfer, assign his or her right, title and interest in the firm in favour of any stranger without the express consent of the other partners. In case of death, however heaven forbids, the heirs of the deceased shall inherit the respective share for which a deed shall be executed.

12)... That the parties shall be faithful to each others and shall not do or cause to be done any act, deed or things which may be prejudicial to the interest of the firm or cause any loss or damage. None of the parties shall stand guarantor or bail for any stranger or obtain any loan for and on behalf of the firm without the express consent of the other partners.

13)... The partners shall regularly pay and discharge their respective personal debts and liabilities regularly in such way that the assets of the firm are not exposed to the danger of attachment in execution thereof.

14)... That all dispute between the partners relating to the business of the firm and its accounts or any of the terms and conditions or its construction and/or interpretation touching these presents shall be referred to Arbitration in accordance with the provisions Arbitration and Reconciliation Act,1996.

15)... That the no person or persons shall be taken in as partners of the firm without the consent of all existing partners.

16)... That in respect of all other matters relating to the firm which are not provided herein the provision of Indian Partnership Act,1932 shall apply.

17)... That the books of accounts of the firm shall be maintained and kept at 81, Green Park, Narendrapur, Kolkata-700103 or such other place/places as the partners may desire from time to time and all the partners can inspect and take copies or extracts there from whenever they desire during office hours.

18)... That all expenditure in connection with the official purpose of the firm shall be through official voucher and which requires to be signed by any partners before accounted for and the same shall be recorded and deposited to the account of the firm.

19)... That the firm shall be liable to pay taxes of any nature arising in the



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Kolkata

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name of the firm and partners shall pay their taxes separately from their own funds and for this purpose they can draw amount from their respective capital account in addition to their normal drawing but the drawing in connection with taxes shall be limited to the incidence of tax in connection of firm's profit, salary etc.

20)... That no partners shall be eligible to enter into direct/indirect dealing of same nature of business which the said firm is dealing till they remain in partnership. They can do so only with the written consent of other partners.

21)... That if any partner wishes to retire as is a **PARTNERSHIP AT WILL**, may do so upon one calendar month's prior notice in writing to other partner.

22)... That in case of death or retirement of partners or partners the firm shall not be automatically dissolved and the heirs or their nominee among their heirs shall be taken in as partners or be admitted to the benefits of the partnership firm and his share in the capital of the firm shall be that of his predecessor in interest.

23)... In case of dissolution of the firm the assets and liabilities of the firm shall be distributed and paid by partners or their heirs in accordance with their respective share as provided therein. If any of the partner desire to continue the business he or they will be entitled to carry on the said business upon payment of the value of shares of the deceased or retiring in the assets of the said firm.

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

WITNESS:-

1. Sukanta Paul
Advocate
High Court, Calcutta.
2. Sankar Ch Das
" at post office
Kaf-1

- Pawan Agarwal
(PAWAN AGARWAL)
- Subhajit Chakraborty
(SUBHAJIT CHAKRABORTY)
- Bikash Agarwal
(BIKASH AGARWAL)
- Santonu Das
(SANTONU DAS)

Drafted by me

Sukanta Paul
Advocate, High Court, Calcutta



Additional Registrar of Assurance- III
Kolkata

22 FEB 2018



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

Endorsement For Deed Number : IV - 01199 of 2013
(Serial No. 01981 of 2013 and Query No. L000003215 of 2013)

On 22/02/2013

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.

Payment of Fees:

Amount By Cash

Rs. 7.00/-, on 22/02/2013

(Under Article : ,E = 7/- on 22/02/2013)

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.-4,00,000/-

Certified that the required stamp duty of this document is Rs.- 150 /- and the Stamp duty paid as: Impressive Rs.- 150/-

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

Presented for registration at 11.50 hrs on :22/02/2013, at the Office of the A.R.A. - III KOLKATA by Pawan Agarwal , one of the Executants.

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

Execution is admitted on 22/02/2013 by

1. Pawan Agarwal, son of Babulal Agarwal , Rajwada Estate, 66, Mahamayatala Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700084, By Caste Hindu, By Profession : Business
2. Subhajit Chakraborty, son of Mohanlal Chakraborty , S. B. Road, Rajpur, Kolkata, District:-, WEST BENGAL, India, Pin :-700149, By Caste Hindu, By Profession : Business
3. Bikash Agarwal, son of Rajendra Kumar Agarwal , Windsor Green, 26, Mahamayatala Mandir Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700084, By Caste Hindu, By Profession : Business
4. Santonu Das, son of Gopal Chandra Das , 81, Green Park, Narendrapur, Kolkata, District:-, WEST BENGAL, India, Pin :-700103, By Caste Hindu, By Profession : Business

Identified By Sukanta Paul, son of . , High Court Cal, District:-, WEST BENGAL, India, , By Caste: Hindu, By Profession: Advocate.

(Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III


Additional Registrar of Assurance - III
Kolkata

22 FEB 2013 (Sanatan Maity)
ADDITIONAL REGISTRAR OF ASSURANCE-III





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Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A.R.A. - III KOLKATA, District- Kolkata
Signature / LTI Sheet of Serial No. 01981 / 2013, Deed No. (Book - IV , 01199/2013)

I . Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Pawan Agarwal Rajwada Estate, 66, Mahamayatala Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700084	 22/02/2013	 LTI 22/02/2013	Pawan Agarwal 22/2/2013

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

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Pawan Agarwal Address -Rajwada Estate, 66, Mahamayatala Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700084	Self	 22/02/2013	 LTI 22/02/2013	Pawan Agarwal ✓
2	Subhajit Chakraborty Address -S. B. Road, Rajpur, Kolkata, District:-, WEST BENGAL, India, Pin :-700149	Self	 22/02/2013	 LTI 22/02/2013	Subhajit Chakraborty ✓
3	Bikash Agarwal Address -Windsor Green, 26, Mahamayatala Mandir Road, Kolkata, District:-, WEST BENGAL, India, Pin :-700084	Self	 22/02/2013	 LTI 22/02/2013	Bikash Agarwal ✓
4	Santonu Das Address -81, Green Park, Narendrapur, Kolkata, District:-, WEST BENGAL, India, Pin :-700103	Self	 22/02/2013	 LTI 22/02/2013	Santonu Das ✓

Name of Identifier of above Person(s)
 Sukanta Paul
 High Court Cal, District:-, WEST BENGAL, India,

Signature of Identifier with Date

Sukanta Paul 22/02/2013 ✓

Additional Registrar of Assurance - III
 Kolkata

22 FEB 2013 Maity)

ADDITIONAL REGISTRAR OF ASSURANCE-III
Office of the A.R.A. - III KOLKATA