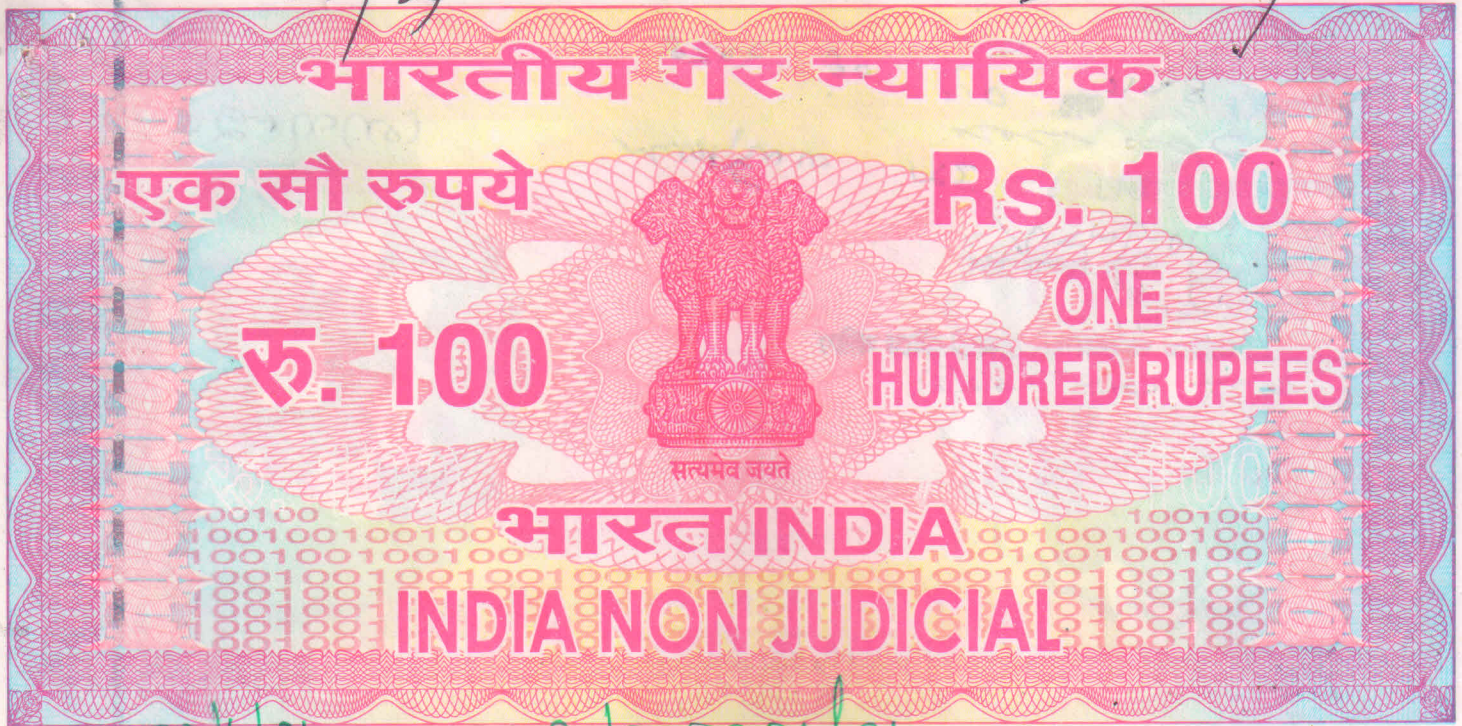


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IV - 48/2024



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AP 978930

Certifies that the Document, is
admitted to registration. The
enclosures, sheet attached
with this document are the Part
of the document.

Addl. District Sub-Registrar
Asansol, Dist-Paschim Bardhaman

23 APR 2024

Query No. 3000985981/2024.

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made on this the 23rd day of
April, 2024.

भारतीय गैर न्यायिक

पचास
रुपये

रु.50

भारत



सत्यमेव जयते

INDIA

FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AF 799834

SHRI SANTOSH MANDAL, (P.A.N. AZPM-01R), aged about 48 years,
Son of Shri Parash Nath Mandal, by faith Hindu, Nationality Indian, by
occupation Business, resident of Gopalpur, P.O. Asansol, P.S. Asansol (South),
District Paschim Bardhaman, (W.B.), PIN-713304, hereinafter called the
"THIRD PARTY" (which expression shall unless excluded by or repugnant to
the context include all his heirs, successors, legal representatives, executors,
administrators and assignees) of the THIRD PARTY.

BETWEEN

SHRI DIPAK SARKAR, (P.A.N. AZIPS8944C), aged about 55 years, Son of
Shri Kalipada Sarkar, by faith Hindu, by occupation Business, Citizenship
Indian, resident of Gopalpur, P.O. Asansol, P.S. Asansol (South), District
Paschim Bardhaman, (W.B.), PIN-713304, hereinafter called the 'FIRST
PARTY' (which expression shall unless excluded by or repugnant to the
context include all his heirs, successors, legal representatives, executors,
administrators and assignees) of the FIRST PARTY.

Imaji
(Add)

AND

SHRI ARUN KRISHNA BAGCHI, (P.A.N. AEUPB5252P), aged about 49 years, Son of Shri Bijoy Krishna Bagchi, by faith Hindu, by occupation Business, Citizenship Indian, resident of Gopalpur, 'Bagchi House', P.O. Asansol, P.S. Asansol (South), District Paschim Bardhaman, (W.B.), PIN-713304, hereinafter called the '**SECOND PARTY**' (which expression shall unless excluded by or repugnant to the context include all his heirs, successors, legal representatives, executors, administrators and assignees) of the **SECOND PART**.

AND

SHRI SANTOSH MANDAL, (P.A.N. AJZPM3631R), aged about 48 years, Son of Shri Paresh Nath Mandal, by faith Hindu, Nationality Indian, by occupation Business, resident of Gopalpur, P.O. Asansol, P.S. Asansol (South), District Paschim Bardhaman, (W.B.), PIN-713304, hereinafter called the '**THIRD PARTY**' (which expression shall unless excluded by or repugnant to the context include all his heirs, successors, legal representatives, executors, administrators and assignees) of the **THIRD PART**.

WHEREAS the above named parties/partners of the First Part, Second Part and the Third Part intends to commence their business in partnership under the name and style of "**OM CONSTRUCTIONS**" having principal place of business and Registered Office at Akash Apartment, First Floor, Gopalpur, G.T. Road (West), P.O. Asansol, District Paschim Bardhaman (W.B.), PIN-713304 dealing mainly in construction and development of residential and commercial plots as promoters and developers and providing other allied services.

Imap
(A.N.)

AND WHEREAS in order to avoid any disputes in future the above named parties have decided to mutually execute this formal Deed of Partnership, which witnesses the following terms and conditions :-

NOW THIS DEED OF PARTNERSHIP WITNESSETH AS FOLLOWS :-

1. NAME & DATE OF COMMENCEMENT:-

That the Partnership business shall be carried on under the name and style of “**OM CONSTRUCTIONS**”.

That the Partnership Firm shall be deemed to have commenced on and from the 23rd day of April, 2024.

2. NATURE OF BUSINESS :-

That the nature of business of the Partnership Firm shall mainly be as Promoters and Developers for Construction and Development of residential and commercial plots and/or any or all types of lawful allied and incidental businesses and services.

However, the firm may also deal on other lines of trade/business in future, provided all the parties mutually give consent there upon.

3. REGISTERED OFFICE :-

That the Principal place of business and registered office of the firm shall be located at Akash Apartment, First Floor, Gopalpur, G.T. Road (West), P.O. Asansol, District Paschim Bardhaman (W.B.), PIN-713304. However, the office address and location may be changed and new branch/branches may be opened/closed at any time and at any place with the mutual consent of all the partners.

*Imap
(Adv)*

4. **CAPITAL :**

That the capital of the firm shall presently be Rs. 1,50,000/- only and all further capital shall be reflected/revealed as per books of accounts and statement of accounts of the firm and in case of additional capital/fund the same shall be borne equally, i.e., as per the Partners profit/loss sharing ratio. Moreover, the Partners may approach any bank/s and financial Institution/Private Financers to procure financial assistance in the form of Term Loan and/or Working Capital loan, which must be exclusively utilised for the purpose of the business of the firm.

5. **PROFIT/LOSS SHARING RATIO :-**

That the Profit/Loss, being earned/sustained by the firm during any accounting year shall be distributed between the parties equally in the following manner :-

FIRST PARTY	:	1/3 rd .
SECOND PARTY	:	1/3 rd .
THIRD PARTY	:	1/3 rd .

6. **ACCOUNTING YEAR :-**

That, the financial year, viz., April to March, shall be the accounting year of the firm.

7. **BOOKS OF ACCOUNTS :-**

That, proper books of account shall be maintained by the firm wherein all the business transactions of the firm including Receipts / Receivables and Payments / Payables shall be duly recorded and revealed and on the year ending i.e., 31st March of each year, the books of account shall be closed in

Imay
(Adv)

order to draw the Profit and Loss account and Balance Sheet of the Firm. The books of account shall be kept at the Registered Office and all the Partners shall have the right to inspect the books of account and to take copies of the account from the Registered Office at reasonable hours.

8. BANK ACCOUNTS :-

That, the Firm may open Current Accounts and/or Saving Accounts in its name with any branch/branches of any Schedule Bank/s or any other Banks/Financial Institution/Private Banks in India and abroad and such Accounts of the firm shall be operated jointly by any two of the partners/parties.

However, the same can be changed at any time in future as the partners will mutually agree.

9. INTEREST ON PARTNERS CAPITAL :-

That, simple interest not exceeding 12% P.A. shall be paid / payable by the Firm to its partners on the amount of Capital standing to their credits.

10. REMUNERATION TO PARTNERS :-

That, all the partners shall be the working partners of the firm and the remuneration shall be paid / payable by the Firm in the following manner :-

- | | | |
|---------------------------------------|---|--------------|
| a. FIRST PARTY / DIPAK SARKAR | : | Rs.10,000/-. |
| b. SECOND PARTY / ARUN KRISHNA BAGCHI | : | Rs.10,000/-. |
| c. THIRD PARTY / SANTOSH MANDAL | : | Rs.10,000/-. |

Imraj
(adv)

11. DEATH / DEMISE OF PARTNERS :-

That, in the event of death or demise of any partner the other partners may admit the legal representatives or heir/s of the deceased partner. However, none of the partners can transfer his share or interest in the business of the firm to any third party without the written consent of the remaining partners.

12. DISSOLUTION :-

That, in the event of dissolution of the Partnership Firm by any means whatsoever, a general account and valuation of Assets and Liabilities of the Partnership business shall be prepared immediately and properly audited by a competent auditor. The net Profit shall be distributed as per "Clause No. 5" to this Deed between the partners, provided always that if the profit is less than the liabilities then such loss be made good as per "Clause No. 5" to this Deed by the Partners.

13. AUTHORITY & DUTY OF PARTNERS :-

That, all the partners have full authority in all respect and affairs to conduct, to run, to do anything for the betterment and extension of the business of the Firm.

14. REGISTRATION / TRANSFER OF PROPERTY :-

That the Registration of the Conveyances or the Sale Deeds and/or Agreement for Sale or any type of transfer including purchase, sale, agreement, lease, mortgage, gift, exchange, development agreement, general power of attorney, etc. of the land and property belonging to the Partnership Firm and/or to be acquired in the name of the Firm shall be executed jointly by all the parties/partners on behalf of the Partnership Firm before the appropriate

Imap
(ack)

Registrars, Addl. Dist. Sub-Registrars, District Sub-Registrars, Assurances, etc. within the State of West Bengal. However, the same can be changed at any time in future as the partners will mutually agree and the execution of the conveyances will be done as per the resolution of the Partnership Firm.

15. ARBITRATION :-

That, in case of differences of opinion amongst the partners the same shall be decided by the body of arbitrators each of the partners having nominated one, who shall elect an UMPIRE, and the said UMPIRE'S decision shall be treated as final and binding upon the partners.

16. LOANS / ADVANCES :-

No Partner shall take any loan from any person or institution in their personal capacity without the consent of the other partners and similarly no Partner shall make any advances to any person or institution in their personal capacity without the consent of the other partners.

AND

17. MISCELLANEOUS PROVISION :-

That, as regards all other matters which have not been expressly provided hereinabove, the Partnership in that regards, shall be governed as per the provision of the Indian Partnership Act, 1932.

Imaji
(sdh)

IN WITNESS WHEREOF the partners hereto sign and execute this Deed of Partnership on the day, month and year first above written in presence of the following witnesses.

WITNESSES :-

1. Prasanta Kumar
510 Lt Goganchal Road
Rambardh.
PO Burpur 713325
Dist Paschim Bardhaman

Dipak Sarkar

SIGNATURE OF THE FIRST PARTY

Arum Krishna Bagchi

SIGNATURE OF THE SECOND PARTY

2. Subrata Maji
(Advocate)
Asansol Court.

Santosh Mandal

SIGNATURE OF THE THIRD PARTY

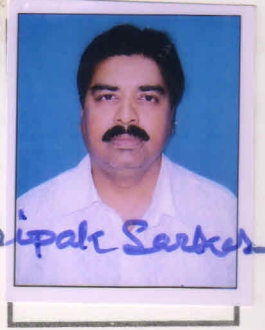
Drafted and prepared by me
and printed in my office.

Subrata Maji
Advocate, Asansol Court.

Enrol. No. WB/1116/1999.

Subrata Maji
Advocate
Asansol Court
EN. No. WB/1116/1999

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB	Dipak Sarkar
LEFT HAND						
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER	Dipak Sarkar
RIGHT HAND						

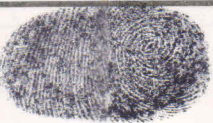


Dipak Sarkar

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB	Arjun Krishna Bagchi
LEFT HAND						
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER	Arjun Krishna Bagchi
RIGHT HAND						



Arjun Krishna Bagchi

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB	Santosh Mandal
LEFT HAND						
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER	Santosh Mandal
RIGHT HAND						



Santosh Mandal

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB	
LEFT HAND						
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER	
RIGHT HAND						



PHOTO

DETAILS OF IDENTIFIER WITH PHOTO

(শনাক্তকারীর সচিত্র বিবরণ)

1. NAME (নাম) Prasanta Rout ✓
2. FATHER / HUSBAND NAME
(পিতা / স্বামীর নাম) U. Gagan Ch Rout ✓
3. OCCUPATION (পেশা).....
4. PERMANENT ADDRESS (স্থায়ী ঠিকানা).....
- VILLAGE / TOWN (গ্রাম) Ranbaridh
- POST OFFICE (পোস্ট অফিস) Bunpur
- POLICE STATION (থানা) Hirapur PIN 713325
- DISTRICT (জেলা) Paschim Bardham STATE (রাজ্য) WB
5. RELATIONSHIP WITH SELLER / BUYER (দলিলের বিক্রেতা / দাতাগণের সহিত সম্পর্ক).....
6. AADHAR NO. 5994 8727 1114
- PAN.....
- EPIC NO.....

আমি (শনাক্তকারী)..... Prasanta Rout অত্র দলিলের (Query No.)
3000985981 বিক্রেতা / দাতা গণকে শনাক্ত করিলাম।

I, as identifier identifying the executants of the concerned deed
(Query No.) 3000985981/2024

ছবি সহ দশ আঙ্গুলের টিপ ছাপ

LEFT HAND						
RIGHT HAND						

Prasanta Rout
Identifier Signature
(শনাক্তকারীর স্বাক্ষর)

Mob. No.:

Major Information of the Deed

Deed No :	IV-2305-00048/2024	Date of Registration	23/04/2024
Query No / Year	2305-3000985981/2024	Office where deed is registered	
Query Date	19/04/2024 3:34:56 PM	A.D.S.R. ASANSOL, District: Paschim Bardhaman	
Applicant Name, Address & Other Details	SUBRATA MAJI ASANSOL,Thana : Asansol, District : Paschim Bardhaman, WEST BENGAL, Mobile No. : 7001243660, Status :Advocate		
Transaction		Additional Transaction	
[4201] Partnersip, Partnership			
Set Forth value		Market Value	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 150/- (Article:46A)		Rs. 7/- (Article:E)	
Remarks			

Partner Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name DIPAK SARKAR Son of KALIPADA SARKAR Executed by: Self, Date of Execution: 23/04/2024 , Admitted by: Self, Date of Admission: 23/04/2024 ,Place : Office	Photo 	Finger Print  Captured 23/04/2024 LTI 23/04/2024	Signature  23/04/2024
GOPALPUR, City:- Asansol, P.O:- ASANSOL, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713304 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India Date of Birth:XX-XX-1XX9 , PAN No.: AZxxxxxx4C,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 23/04/2024 , Admitted by: Self, Date of Admission: 23/04/2024 ,Place : Office				
2	Name ARUN KRISHNA BAGCHI (Presentant) Son of BIJOY KRISHNA BAGCHI Executed by: Self, Date of Execution: 23/04/2024 , Admitted by: Self, Date of Admission: 23/04/2024 ,Place : Office	Photo 	Finger Print  Captured 23/04/2024 LTI 23/04/2024	Signature  23/04/2024

Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV

Volume number 2305-2024, Page from 980 to 996
being No 230500048 for the year 2024.



Digitally signed by MANOJ KUMAR MANDAL
Date: 2024.04.26 11:46:35 +05:30
Reason: Digital Signing of Deed.

(Manoj Kumar Mandal) 26/04/2024
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ASANSOL
West Bengal.