

1054/14

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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

R 354392

Certified that the document is admitted to registration. The signature sheet/s and the endorsement sheets attached with this document are the part of this document

Adtl. Dist. Sub-Registrar  
Alipore, South 24 Parganas

31 JAN 2014

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP made this the 31st day of January Two

Thousand Fourteen BETWEEN SRI SUBRATA BHOWMICK, son of Sri Gobinda Chandra Bhowmick, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at 5/14, East Phoolbagan, P.O. Baghajatin, P.S. Patuli, Kolkata- 700 086, hereinafter called and referred to as the "FIRST PARTY" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the FIRST PART.

1997  
21/1/14

46A

নং 1857 তার 24-01-14 মূল্য 100/-

খরিদার  
সং

শ্রী Subrata Bhattacharya  
6119 East Phoolbagan, Kol-86

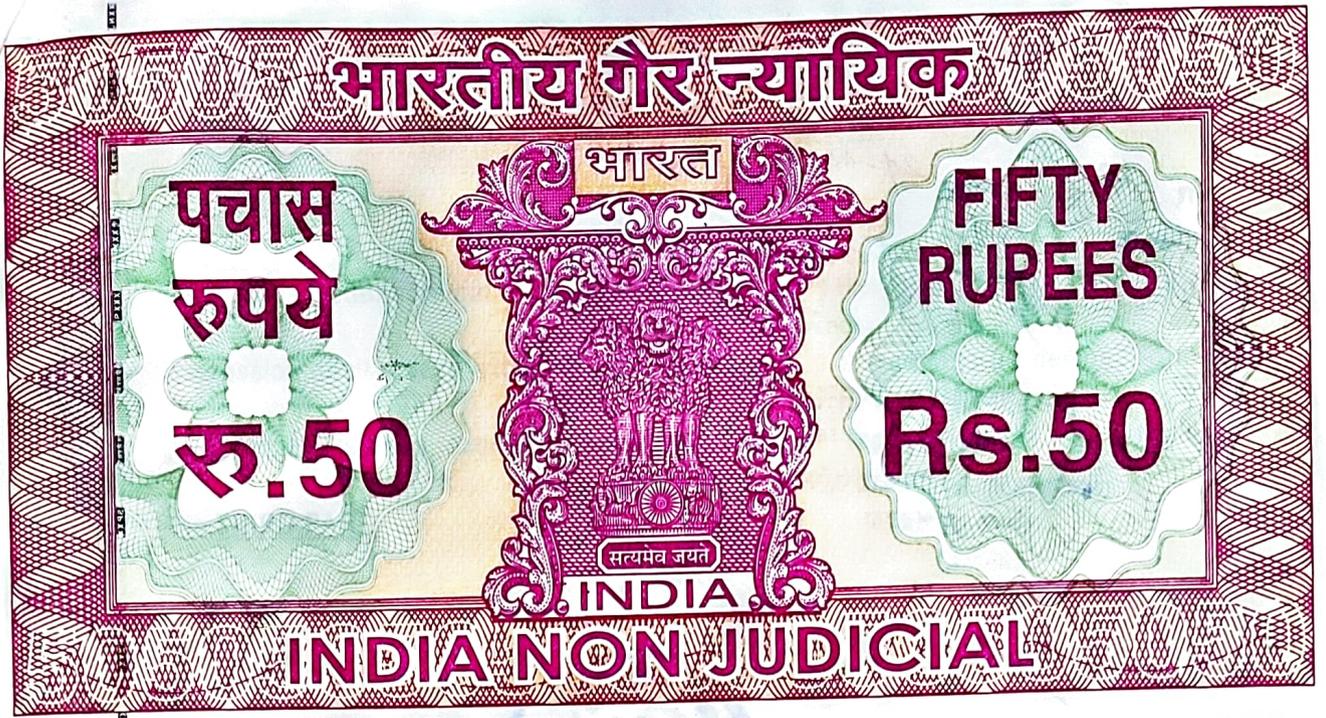
শ্রী কুমার সরকার  
স্ট্যাম্প ভেডার  
মেদানপুর এন্ড ডি.এস.আর অফিস  
দক্ষিণ ২৪ পরগনা



ADDL. DIST. SUB-REGISTRAR, ALIPUR  
South 24 Parganas

31/1/14

Some Nath Chakraborty  
S/o Late Dulal Chakraborty  
Alipur D.R. office  
Kol-27  
Deed writer.



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

N 194171

-( 2 ) :-

AND

SRI RAJENDRA BAITHA, son of Sri Ganesh Baitha, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at D/40/5, Rabindra Pally, P.O. Baghajatin, P.S. Patuli, Kolkata- 700 086, hereinafter called and referred to as the SECOND PARTY (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the SECOND PART.

AND

SRI SANJAY BOSE, son of Sri Nirmal Chandra Bose, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at 54, Phoolbagan, P.O. Baghajatin, P.S. Patuli,

নং 1858 তার 24-01-19 মূল্য 50/-  
খরিদদার *Shri Subrata Bhattacharya*  
সং 319 East phedhagan Vol-86

শঙ্কর কুমার সরকার  
স্ট্যাম্প ভেজার  
সেদনারপুর এ্যা.ডি.এস.জার অফিস  
দক্ষিণ ২৪ পরগনা



1857 No- 100/-  
1858 - - 50/-  
1802

ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.  
31 JAN 1919  
Signature.....

Kolkata- 700 086, hereinafter called and referred to as the **THIRD PARTY** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART.**

**A N D**

**SMT. JULIE BOSE**, wife of Sri Sanjay Bose, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at 54, Phoolbagan, P.O. Baghajatin, P.S. Patuli, Kolkata- 700 086, hereinafter called and referred to as the **FOURTH PARTY** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **FOURTH PART.**

**WHEREAS** the Parties hereto referred to hereinabove have mutually agreed to start a business as Civil Contractor in Co-Partnership and under the firm name of and style of **M/S. SIGN CONSTRUCTION**, with effect from 1st January, 2014.

**AND WHEREAS** the parties hereto have deemed it expedient to reduce into writing and are desirous of recording the terms and conditions governing their relations inter se.

**NOW IT IS HEREBY AGREED AND BY BETWEEN THE PARTIES HERETO** that they have become partners and joined in partnership upon the terms and conditions hereinafter expressed **NOW THIS DEED WITNESSETH.**

- 01) **NAME** : The name and style of the firm of partnership shall be M/S. SIGN CONSTRUCTION. The partners shall be entitled to carry on business under any other name and/or names as may be agreed upon mutually from time to time.



D.L. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.  
31 JAN 2014  
Signature.....

- 02) **COMMENCEMENT** : The Partnership firm shall be deemed to have commenced business on and from 1st December, 2013.
- 03) **BUSINESS** : The partnership business shall be in the line of Civil Contractor and or any other business it they desire from time to time.
- 04) **PLACE** : The partnership business shall be carried on at D/40/5, Rabindra Pally, P.O. Baghajatin, P.S. Patuli, Kolkata- 700 086 and/or any other place as mutually agreed upon from time to time.
- 05) **DURATION** : The duration of the partnership shall be 'AT WILL' but in case any partner desires to retire from the partnership he/she shall be at liberty to do so by giving six month's notice in writing to the another partner. On the death of a partner, the other partner shall be at liberty to decide whether to continue the business or not but in that case it shall always be binding upon the surviving partner to make the full payment to the legal heirs of the deceased partner as shall be due to him upto the date of his death.
- 06) **SHARE** : The net Profit and/or loss of the partnership business after the payment of all expenses or other outgoing including the capital profit and/or Loss if any of the partnership firm shall be divided as under :
- |                         | Profit | Loss |
|-------------------------|--------|------|
| 1. Sri Subrata Bhowmick | 25%    | 25%  |
| 2. Sri Rajendra Baitha  | 25%    | 25%  |

3. Sri Sanjay Bose	25%	25%
4. Smt. Julie Bose	25%	25%

- 07) **CAPITAL** : The initial capital of the Partnership is Rs. 2,00,000/- (Rupees Two Lakh) only and each having Rs. 50,000/- (Rupees Thousand) only and further the capital of partnership business as and when considered to be necessary and expedient for the purpose of carrying on business of partnership, shall be contributed by the partners in equal share.
- 08) **BORROWINGS** : The partners of the firm may borrow from time to time after taking consent from the other partners from persons firms, companies or banks, such money as may be required for the purpose of the business of the firm.
- 09) **BANK ACCOUNT** : That the bankers of the partnership shall be any Bank and/or such other Bank or Banks as; the partners may from time to time agree upon the same shall be operated by all the parties.
- 10) **ACCOUNTING YEAR** : The accounts of the Partnership form shall be taken annually on 31st of March every year.
- 11) **ACCOUNTS** : The books of accounts of the partnership firm shall be kept in the safe custody of the partners and each party shall have free access over them.
- 12) **FINAL ACCOUNTS** : At the end of the accounting year an account will be taken of all the assets and liabilities and of all the profits and losses of the partnership for the year and the same shall be entered in the books of the accounts which shall be signed by the Partners.

- 13) **SALARY & PERQUISITES** : All the working partners shall not be allowed any salary but perquisites as may be mutually agreed upon and which shall be continue to be so paid, unless otherwise mutually agreed upon by and between them.
- 14) **INTEREST ON CAPITAL** : No interest shall be paid on current account of all partners.
- 15) **STIPULATIONS** : That the amount of remuneration/interest payable to partners shall not exceed the amount which is allowed deduction under section 36(i), (iii) and 37(i) read with section 40(a) (1) and 40A (2) of the Income Tax Act. The excess amount paid could be deemed to be the drawing of the respective partner.
- 16) **STIPULATIONS** : Each partner shall :
  - (a) Punctually pay his/her separate debts and indemnify the other partner and the assets of the firm against the same and all expenses of account thereof.
  - (b) Forthwith pay all money, cheques and negotiable instruments received by him/her or account of the firm into the bank account of the firm.
  - (c) Render proper explanations of all matters relating to the affairs of the partnership and offer every assistance in his powers in carrying on business for mutual advantage of all the partners.
  - (d) By just and loyal to the firm and to the partners in all transactions relating to the firm and shall at times give to the firm a just and proper explanation and account of the same without any concealment of or supper session of and correct explanation thereof to the partners.

- 17) **STIPULATIONS** : No individual partner of the firm shall without the consent in writing of the partner be entitled to -
- (a) Admit any liability in a suit or proceedings against the firm.
  - (b) Compromise or relinquish any claim or portion of a claim by the firm.
  - (c) Transfer immovable property belonging to the firm.
  - (d) Lend to any outsider any money belonging to the firm.
  - (e) Take a lease or acquire immovable property on behalf of the firm.
  - (f) Appoint any employee in or dismiss any employee of the firm.
  - (g) Operate Bank Account on behalf of the firm in his/her own name.
  - (h) Have dealings or give credit on behalf of the firm to any person or business house whom any other partners had decided not to deal with and trust.
  - (i) Withdraw a suit or proceeding filed on behalf of the firm.
  - (j) Assign, mortgage or change his/her share or interest in the firm wholly or in part to any outside.

Any partner committing any breach of any of the foregoing stipulations indemnify the firm and/or other partners from all losses and expenses incurred or to be incurred by the firm and/or other partners in that respect.

- 18) **NOTICE** : Any notice hereby required authorised to be given to any of the partners sufficiently given by leaving the same addressed to him/her at the firm or by sending the same by registered post to his unusual or last know address.

- 19) **DISSOLUTION** : On dissolution of the partnership in full and general account shall be taken of all money, stock-in-trade, debts and assets that belonging or due to the partnership including capital, such account shall be made up within reasonable time and the amount payable to each partner shall be paid to him.
- 20) **STIPULATIONS** : No partner competing with that of the firm nor shall any partner derive any profit for himself from any transaction of the firm on from the use of the property or business of the firm for the purpose of this clause the property of the firm includes all money brought by the partner hereto as capital in the firm all property and rights and interest in property acquired by purchase or otherwise by or for the firm or for the purpose and in the course of the business of the firm and also the goodwill of the firm.
- 21) **ARBITRATION** : If any disputes shall arise between the partners hereto in respect of the conduct of the business of partnership or enforcement of any of the terms and conditions of the Deed of the respect of any other matter cause or things whatsoever to herein otherwise provided for adjudication to the Arbitration Act, 1940 or any statutory amendment or modification or re-enhancement thereon for the time being in force whose decision shall be binding on the parties and their legal representatives.
- 22) **ALTERATIONS OR ADDITIONS OF ANY CLAUSE OF THIS PARTNERSHIP DEED** : Notwithstanding anything stated or provided herein the parties shall have full powers and discretion to modify alter or vary the terms and conditions of the partnership Deed in any manner think fit by mutual consent which shall be reduced to writing shall become appendage and part of this Deed.

- 23) **GENERAL** : That in all respects other than those provided from herein this Partnership shall be governed by Indian Partnership Act.

**IN WITNESS WHEREOF** the **PARTIES** hereto have set and subscribed their hands

in the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED**

in presence of

**WITNESSES :-**

1. Amitava Roy,  
Alipore Police Court,  
Kolkata 27.



SIGNATURE OF THE FIRST PARTY



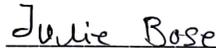
SIGNATURE OF THE SECOND PARTY

2.

- Somenath Chakrabarty  
Alipore D.R. Office  
Kolkata 27



SIGNATURE OF THE THIRD PARTY



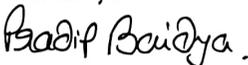
SIGNATURE OF THE FOURTH PARTY

Drafted by me :-



(SOMENATH CHAKRABORTY)  
Deed Writer (ALP/130),  
Alipore D.R. Office  
Kolkata- 700 027.

Printed by :-

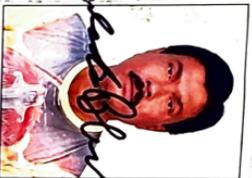


(PRADIP BAIDYA)  
Sonarpur.



↓  
Addl. Dist. Sub-Registrar, Allpur  
South 24 Parganas

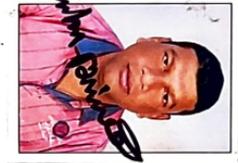
31/1/14  
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Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand				
Right Hand				

NAME : SRI-SUBRATA BHOWMICK

SIGNATURE *Subrata Bhowmick*



Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand				
Right Hand				

NAME : SRI-RAJENDRA BAITRA

SIGNATURE *Rajendra Baitra*



Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand				
Right Hand				

NAME : SRI-SANJAY BOSE

SIGNATURE *Sanjay Bose*



Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand				
Right Hand				

NAME : SMT. JULIE BOSE

SIGNATURE *Julie Bose*

**Department of Finance (Revenue), Directorate of Registration and Stamp Revenue**  
**Government of West Bengal**  
**Office of the A.D.S.R. ALIPORE, District- South 24-Parganas**  
**Signature / LTI Sheet of Serial No. 01054 / 2014, Deed No. (Book - IV , 00201./2014)**  
**Signature of the Presentant**

Name of the Presentant	Photo	Finger Print	Signature with date
Subrata Bhowmick 5/14, East Phoolbagan, P. S. - Patuli, Kolkata, P.O. :-Baghajatin, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700086		 LTI 31/01/2014	 31/1/14
	31/01/2014		

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

SI No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Subrata Bhowmick Address -5/14, East Phoolbagan, P. S. - Patuli, Kolkata, P.O. :-Baghajatin, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700086	Self		 LTI 31/01/2014	
2	Rajendra Baitha Address -D/40/5, Rabindra Pally, P. S. - Patuli, Kolkata, P.O. :- Baghajatin, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700086	Self		 LTI 31/01/2014	
3	Sanjay Bose Address -54, Phoolbagan, P. S. - Patuli, Kolkata, P.O. :-Baghajatin, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700086	Self		 LTI 31/01/2014	
4	Julie Bose Address -54, Phoolbagan, P. S. - Patuli, Kolkata, P.O. :-Baghajatin, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700086	Self		 LTI 31/01/2014	

Signature of Identifier with Date: \_\_\_\_\_

**Name of Identifier of above Person(s)**  
 Somernath Chakraborty  
 Alipore Court, Kolkata, Thana-Alipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027  
  
 31/1/14

(Arbab Basu)  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
 Office of the A.D.S.R. ALIPORE

  
Government Of West Bengal  
Office Of the A.D.S.R. ALIPORE  
District:-South 24-Parganas

Endorsement For Deed Number : IV - 00201 of 2014

(Serial No. 01054 of 2014 and Query No. 1605L000001913 of 2014)

**On 31/01/2014**

**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 31/01/2014

( Under Article : E = 7/- on 31/01/2014 )

**Certificate of Market Value(WB PUVTI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-2,00,000/-

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

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

Presented for registration at 13.47 hrs on :31/01/2014, at the Office of the A.D.S.R. ALIPORE by Subrata Bhowmick , one of the Executants.

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

Execution is admitted on 31/01/2014 by

1. Subrata Bhowmick, son of Gobinda Chndra Bhowmick , 5/1/4 , East Phoolbagan , P . S . - Patuli, Kolkata, P.O. :-Baghajatin, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700086, By Caste Hindu, By Profession : Business
2. Rajendra Baitha, son of Ganesh Baitha , D /40/5 , Rabindra Pally , P . S . - Patuli, Kolkata, P.O :-Baghajatin, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700086, By Caste Hindu, By Profession : Business
3. Sanjay Bose, son of Nirmal Chandra Bose , 54 , Phoolbagan , P . S . - Patuli, Kolkata, P . :-Baghajatin, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700086, By Caste Hindu, Profession : Business
4. Julie Bose, wife of Sanjay Bose , 54 , Phoolbagan , P . S . - Patuli, Kolkata, P.O. :-Baghajatin, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700086, By Caste Hindu, By Profession Business



( Arnab Basu )

ADDITIONAL DISTRICT SUB-REGISTRAR

**31/01/2014 15:37:00**

EndorsementPage 1 of 2



**Government Of West Bengal**  
**Office Of the A.D.S.R. ALIPORE**  
**District:-South 24-Parganas**

**Endorsement For Deed Number : IV - 00201 of 2014**  
**(Serial No. 01054 of 2014 and Query No. 1605L000001913 of 2014)**

Identified By Somenath Chakraborty, son of Late Dulal Chakraborty, Alipore Court, Kolkata  
Thana:-Alipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700027, By Caste: Hindu  
By Profession: Deed Writer.

( Arnab Basu )  
ADDITIONAL DISTRICT SUB-REGISTRAR

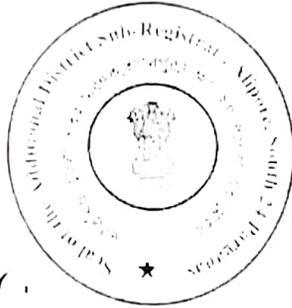
ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 2 of 2



Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV  
CD Volume number 1  
Page from 2493 to 2508  
being No 00201 for the year 2014.



*Arbab*

(Arbab Basu) 03-February-2014  
ADDITIONAL DISTRICT SUB-REGISTRAR  
Office of the A.D.S.R. ALIPORE  
West Bengal