

# भाष्ट्रियहण पश्चिम बंगाल WEST BENGAL PARTNERSHIP DEED

THIS DEED OF PARTNERSHIP made on the 9 th day of May 2012, between SRI RABINDRANATH PAL son of Late Lakshman Chandra Pal, aged about 48 Years by Religion-Hindu, Occupation-Business residing at Vill-Shantipuram, P.O.-Singur, Dt.-Hooghly here in after referred to as the FIRST PARTY which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators and representatives.

### **AND**

SRIMATI PIYALI PAL ,Husband- Sri Rabindranath Pal, aged about 34 years by Religion-Hindu (Indian), Occupation-Business, residing at Vill-Shantipuram, P.O.-Singur, Dt.- Hooghly here in after referred to as the SECOND PARTY which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators and representatives.

### **AND**

SK.NAIM ALI s/o- Sk. Noor Ali, aged about 28 years by Religion-Muslim(Indian), Occupation – Business, Address: Vill- Chuadanga, P.O- Krishnarampur, Dt, Hooghly Pin-712705. hereinafter referred to as the THIRD PARTY which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators and representatives.

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SK.ASRAFUL CHOWDHARY s/o Mahamud Ali Chowdhary aged about 30 Years, Religion-Muslim (Indian), Occupation- Business, Address: Vill.+.P.O, Arambagh, Chowdhary market Miya Para. Ward No- 14, P.S,-Arambagh, Dt. Hooghly, Pin no-712401. here in after referred to as the FOURTH PARTY which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators and representatives.

### **AND**

SRI BHAGYADHAR KARMAKAR, s/o- Sri Baidyanath Karmakar, aged about 53 years, by Religion-Hindu (Indian), Occupation-Business, Vill. Burasanti.P.O, Singur., Dt. Hooghly, here in after referred to as the FIFTH PARTY which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators and representatives.

#### **AND**

SMT. BITHIKA KARMAKAR, Husband- Sri Bhagyadhar Karmakar, aged about 43 years, by Religion-Hindu(Indian),Occupation-Business, Address: Vill. Burasanti.P.O, Singur., Dt. Hooghly, here in after referred to as the SIXTH PARTY which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators and representatives.

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#### **AND**

SRI CHINMOY DAS, s/o - Sri Nepal Chandra Das, aged about 47 years, by Religion-Hindu (Indian) Occupation-Business, residing at Vill- Jalaghata, P.O.+P.S.-Singur, Dt.-Hooghly, here in after referred to as the SEVENTH PARTY which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators and representatives.

WHEREAS THE ABOVE PARTIES desirous of forming a partnership firm in the name of and style of **PERFECT REALTY** at the address Singur Club Complex, Village & PO-Singur, Dist. Hooghly PIN 712409.

WHEREAS THE ABOVE PARTIES desire to purchase land and construct thereon Residential flats, Commercial complexes and related activities and to sell them to prospective buyers.

WHEREAS THE ABOVE PARTIES have obtained all requisite licenses from the competent authorities to run the construction business as here-in before said. NOW THIS INDENTURE WITNESSETH as follows:-

- 1. That the partnership Deed will be given effect to from the date of signing of the instant Deed.
- 2. That the partnership business shall be continued in name and style of M/s **PERFECT REALTY** at the address Singur Club Complex, Village & PO- Singur, Dist. Hooghly PIN 712409 or at any other place and places, as may be mutually agreed upon by and between the parties.
- 3. That the business of partnership shall be construction of residential flats, commercial complexes, supermarket and sell them to the prospective buyers and / or of any other identical business, as may be mutually decided by the partners from time to time.
- 4. That the capital of the Partnership Business will be contributed by all the parties in the proportion that may be decided upon by the partners mutually.

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5. That the Profit or loss of the partnership business shall be divided and / or adjusted among the partners in the followings ratio:-

Name	e of the Partners	-	Ratio
(i)	Sri Rabindranath Pal	-	25.50%
(ii)	Srimati Piyali Pal	-	25.50%
(iii)	Sk. Naim Ali	-	16.50%
(iv) S	Sk. Asraful Chowdhary	-	16.50%
(v)	Sri Bhagyadhar Karmakar	- -	6.50%
(vi)	Bithika Karmakar	-	6.50%
(vii)	Sri Chinmay Das	-	3.00%

- 6. The initial capital of the firm will be Rs. 5, 00,000/- (Rupees Five Lakhs) only to be contributed by the partners in proportion as decided upon mutually by the partners. The partners will contribute additional capital as per requirement of the business in the proportion mutually agreed upon by the partners.
- 7. That the management of the firm in general shall be conducted mainly by the FIRST PARTY and all the working partners will be entitled to the remuneration per month at the rate as may be mutually decided subject to the overall ceiling of the amount prescribed under section 40(b) of Indian Income Tax Act, 1961.
- 8. That the remuneration payable to the partners shall be credited to their respective capital account at the close of the accounting year.
- 9. That Books of Accounts shall be kept at the place of business and particulars of the transaction relating to said partnership firm shall be recorded justly and faith-fully and to the satisfaction of all the partners.
- 10. That the requisite Licenses and certificates shall be obtained in the name of partnership firm from the concerned authorities.

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- 11. That all bank accounts shall be opened in the name of the Firm and only the FIRST PARTY and the THIRD PARTY amongst the seven partners hereinabove mentioned jointly would be entitled to operate the said Bank Accounts on behalf of the Partnership Firm.
- 12. That the Accounting year of the partnership business shall be from1st day of April to 31<sup>st</sup> day of March of the subsequent calendar year.
- 13. That an account shall be prepared at the end of each financial year and the partners would be entitled to withdraw the share of their profit and such withdrawal shall be debited to the partner's individual account.
- 14. That each partner shall be just and faithful to the other partners in all transaction relating to the partnership and shall at all time reasonably give the other partners a just and faithful account of the firm.
- 15. That none of partners would be entitled to admit any others partners in the said partnership firm and /or in any manner transfer or deal with his right, title or interest in the said Partnership Firm to any other party without consent of the other partners.
- 16. That none of the partners shall stand surety and /or pledge the partnership property for any other party which may endanger the Partnership Firm.
- 17. That the FIRST PARTY will be at Liberty to obtain loan from Bank or any financial institution for the purpose of smooth running of the firm and / or to grant lease of the firm's property or any portion thereof to any other party, as may be mutually agreed in the interest of partnership firm.
- 18. That all the partners hereof shall be jointly and/or severally entitled to commence, prosecute or defend all the suits and/or any other appropriate proceeding in respect of the said partnership business and to take all appropriate steps therein including appointment of advocates, signing of vakalatnama, affidavits, written statements and all other documents of like nature.
- 19. That actions of any partner are detrimental to the interest of the firm will authorize the other partners to expel the said partner by taking resolution of all other partners to this effect.
- 20. That all the partners shall be liable to pay their respective shares of the income tax and tax arising against the partnership firm shall be paid on behalf of the firm treating the same as firm expenses.

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- 21. That the partnership shall not be dissolved without consent of all the partners in writing.
- 22. That any of the partners shall be at liberty to retire from the partnership with prior notice of one month upon the other parties.
- 23. That upon death of any of the partners, the legal heir of heirs of the deceased partner or any one amongst the heirs as may be they, shall be entitled to be inducted as partners in the partnership firm in place and stead of the deceased/partner in the same ratio and on the same terms and conditions of the partnership deed.
- 24. That all parties shall duly and punctually pay and discharge their respective separate and private dues whether present or future and keep the partnership property indemnified in respect thereof.
- 25. That any of the aforesaid terms may be varied, altered or added to by mutual consent of all the parties hereof, to be expressed or implied from conduct.
- 26. That all the terms now stipulated herein shall be governed by the provisions on Indian partnership Act. 1932.

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

2.

Piyali Paul.
Signature of the Second Party.

3.

Shaim Ali
Signature of the Third Party.

4. Signature of the Fourth Party.

Signature of the Fourth Party.

Signature of the Fourth Party.

Signature of the Fifth Party.

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7.

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### **DEED WRITER:-**

Qubienda Pada Chakralosty

Of Ratanpeur Singur Hooghly

Lisenend - 1212

SRI GOBINDAPADO CHAKRABORTY

VILL- 2 NO RATANPUR, SINGUR

LISENCE NO- 12/2.

**COMPUTER KARAK:-**

Anghyo maity

ARGHYA MAITY RATANPUR,SINGUR, HOOGHLY

## **WITHNESS**:-

Partha Fratin Das.
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Jala Shorta

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# SPECIMEN FORM FOR TEN FINGERPRINTS



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SM Naim Ali

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SPECIMEN FORM FOR TEN FINGERPRINTS LEFT HAND FINGER PRINT Little Middle Thumb RIGHT HAND FINGER Thumb Middle Ring Little Bhogyeether karmaen HAND FINGER PRINT Little Ring Middle Thumb RIGHT HAND FINGER PRINT Thumb Middle Little LEFT HAND FINGER PRINT Little Ring Middle Thumb RIGHT HAND FINGER PRINT Thumb Fore Middle Little LEFT HAND FINGER PRINT Little Ring Middle Fore Thumb RIGHT HAND FINGER PRINT Thumb Fore Middle Ring Little

# Government of West Bengal Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue Office of the A. D. S. R. SINGUR, District- Hooghly Segnature / LTI Sheet of Serial No. 01856 / 2012, Deed No. (Book - IV , 00051/2012)

onace of the Presentant

rie of the Presentant	Photo	Finger Print	Signature with date
Monney Das Maghata, Thana:-Singur, Potnet:-Hooghly, WEST M NGAL, India, P.O. Singur	09/05/2012	LTI 09/05/2012	- Ling das

		09/05/2012	09/05/	2012	
. Sigr	nature of the person(s)	admitting the Execu	tion at Office.		
il No.	Admission of Execution	n By Status	Photo	Finger Print	Signature
1	Rabindra Nath Pal Address -Shantipuram, Thana:-Singur, District:-Hooghly, WEST BENGAL, India, P.O.:-S	Self		LTI	Roisendre ratifue
2	Piyali Pal Address -Shantipuram, Thana:-Singur, District:-Hooghly, WEST BENGAL, India, P.O.:-S	Self ingur	09/05/2012	09/05/2012 LTI	Piyali Paul.
3	Naim Ali Sk Address -Chuadanga, Thana:-Chanditala, District:-Hooghly, WEST BENGAL, India, P.O. :-Krishnarampur	Self	09/05/2012	09/05/2012 LTI	SM Naim Ali
4	Asraful Chowdhury Sk Address -Arambagh Chowdhury Market Miya Thana:-Arambag, District:-Hooghly, WEST BENGAL, India, P.O. :-Arambagh	Self Para,	09/05/2012	09/05/2012 LTI 09/05/2012	Assoful chowdhur

(Kripasindhu Roy)

# Government of West Bengal Department of Finance (Revenue) ,Directorate of Registration and Stamp Revenue Office of the A. D. S. R. SINGUR, District- Hooghly Signature / LTI Sheet of Serial No. 01856 / 2012, Deed No. (Book - IV , 00051/2012)

 $\mu_{\rm max}$  are of the person(s) admitting the Execution at Office.

Admission of Execution By	Status	Photo	Finger Print	Signature
Bhagyadhar Karmakar Address -Burasanti, Thana:-Singur, District:-Hooghly, WEST BENGAL, India, P.O.:-Singur	Self		LTI	Mhagyadher Karmal
		09/05/2012	09/05/2012	
Bithika Karmakar Address -Burasanti, Thana:-Singur, District:-Hooghly, WEST BENGAL, India, P.O.:-Singur	Self		LTI	Bithika Karmat
		09/05/2012	09/05/2012	•
Chinmoy Das Address -Jalaghata, Thana:-Singur, District:-Hooghly, WEST BENGAL, India, P.O.:-Singur	Self		LTI	July Sas,
		09/05/2012	09/05/2012	

Name of Identifier of above Person(s)

Partha Pratim Das Balarambati, Thana:-Singur, District:-Hooghly, WEST BENGAL, India, P.O. :-Balarambati Signature of Identifier with Date

Partha patin Das'



(Kripasindhu Roy)



### Government Of West Bengal Office Of the A. D. S. R. SINGUR District:-Hooghly

District 1100sj...y

Endorsement For Deed Number: IV - 00051 of 2012 (Serial No. 01856 of 2012)

On

Payment of Fees:

On 09/05/2012

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. also under section 5 of West Bengal Land Reforms Act, 1955; Court fee stamp paid Rs.10/-

### Payment of Fees:

Amount By Cash

Rs. 7.00/-, on 09/05/2012

(Under Article: E = 7/- on 09/05/2012)

## 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.-5,00,000/-

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

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

Presented for registration at 13.42 hrs on :09/05/2012, at the Office of the A. D. S. R. SINGUR by Chinmoy Das , one of the Executants.

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

Execution is admitted on 09/05/2012 by

- 1. Rabindra Nath Pal, son of Lt Lakshman Ch Pal, Shantipuram, Thana:-Singur, District:-Hooghly, WEST BENGAL, India, P.O.:-Singur, By Caste Hindu, By Profession: Business
- 2. Smt Piyali Pal, wife of Rabindra Nath Pal , Shantipuram, Thana:-Singur, District:-Hooghly, WEST BENGAL, India, P.O. :-Singur , By Caste Hindu, By Profession : Business
- 3. Naim Ali Sk, son of Noor Ali Sk, Chuadanga, Thana:-Chanditala, District:-Hooghly, WEST BENGAL, India, P.O.:-Krishnarampur, By Caste Muslim, By Profession: Business
- 4. Asraful Chowdhury Sk, son of Mahamud Ali Chowdhury, Arambagh Chowdhury Market Miya Para, Thana:-Arambag, District:-Hooghly, WEST BENGAL, India, P.O.:-Arambagh, By Caste Muslim, By Profession: Business

( Kripasindhu Roy ) ADDITIONAL DISTRICT SUB-REGISTRAR

EndorsementPage 1 of 2

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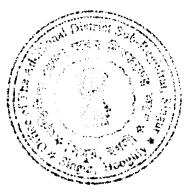
# Government Of West Bengal Office Of the A. D. S. R. SINGUR District:-Hooghly

Endorsement For Deed Number: IV - 00051 of 2012 (Serial No. 01856 of 2012)

- 5. Bhagyadhar Karmakar, son of Baidyanath Karmakar, Burasanti, Thana:-Singur, District:-Hooghly, WEST BENGAL, India, P.O.:-Singur, By Caste Hindu, By Profession: Business
- 6. Smt Bithika Karmakar, wife of Bhagyadhar Karmakar, Burasanti, Thana:-Singur, District:-Hooghly, WEST BENGAL, India, P.O.:-Singur, By Caste Hindu, By Profession: Business
- 7. Chinmoy Das, son of Nepal Ch Das , Jalaghata, Thana:-Singur, District:-Hooghly, WEST BENGAL, India, P.O.:-Singur, By Caste Hindu, By Profession: Business

Identified By Partha Pratim Das, son of Panna Lal Das, Balarambati, Thana:-Singur, District:-Hooghly, WEST BENGAL, India, P.O. :-Balarambati, By Caste: Hindu, By Profession: Professionals.

(Kripasindhu Roy) ADDITIONAL DISTRICT SUB-REGISTRAR



( Kripasindhu Roy )

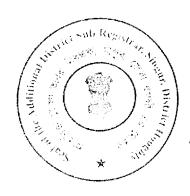
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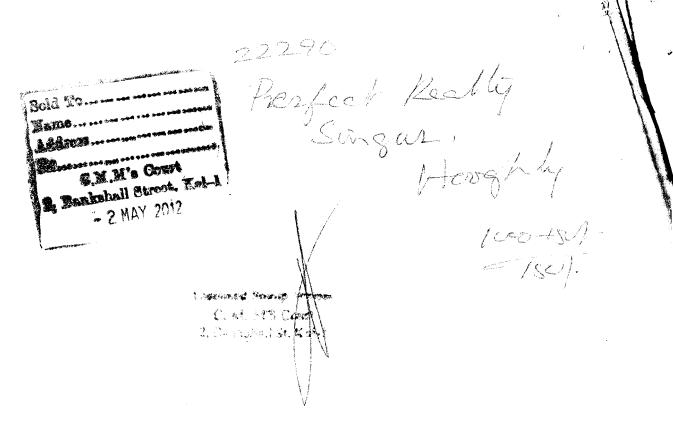
EndorsementPage 2 of 2

# rtifices of Registration under section 60 and Rule 69.

Registered in Book - IV CD Volume number 1 Page from 526 to 541 being No 00051 for the year 2012.



(Kripasindhu Roy) 10-May-2012 ADDITIONAL DISTRICT SUB-REGISTRAR Office of the A.D.S.R. SINGUR West Bengal





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