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भन्दियका पश्चिम बंगाल WEST BENGAL

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#### DEED OF RETIREMENT OF PARTNER

Made on 24th day of JUNE 2014

#### **BETWEEN**

(Shri.) RABINDRANATH PAL son of Late Lakshman Chandra Pal, by faith Hindu, by occupation Business, aged about 50 years residing at Vill.-Shantipuram, P.o.-Singur, P.S.-Singur, Dist – Hooghly, hereafter called 'the Retiring Partner' (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives, sucessors-in-interest and/or assignees);.

.....of the FIRST PART;

AND

- 1. (Shri.) **DHIREN PATEL** son of Shri. Vinod Kumar Patel by faith Hindu, by occupation Business, residing at 75, New G.T. Road, P.o. & P.S.-Uttarapara, Dist.-Hooghly, hereafter called **'the First Continuing Partner'**;
- 2. (Shri.) SUSHIL KUMAR SINGH son of Late Raghubansh Kumar Singh by faith Hindu, by occupation Business, residing at 38, BEnepukur Dhar, Makhala, P.o. & P.S.-Uttarapara, Dist.-Hooghly, hereafter called 'the Second Continuing Partner';
- 3. (Shri.) SAMARENDRA NATH NANDI son of Rabindra Nath Nandi, by faith Hindu, by occupation Business, residing at 90, B.R.B.G.T., P.o. & P.S.-Bhadrakali, P.S.-Uttarpara, Dist.-Hooghly-712232, hereafter called 'the third Continuing Partner';
- 4. (Shri.) **PRABIR DAS** son of Lakshmi Kanta Das, by faith Hindu, by occupation Business, residing at 1 (New-44), Sakuntala Nagar, Hindmotor, Dist.-Hooghly-712233, hereafter called 'the Fourth Continuing Partner';
- 5. (Shri.) **SAGAR MUKHERJEE** son of Swapan Mukherjee by faith Hindu, by occupation Business, residing at 202/2, B.B.D. Road, Hindmotor, Dist.-Hooghly-712233, hereafter called **'the Fifth Continuing Partner'**;

Hereinafter called collectively called 'the Continuing Partners'
(which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators and representatives);

..... of the SECOND PART:

#### WHEREAS:-

1. By Deed of Partnership dated 9th day of May 2012, executed and registered at the office of Additional District Sub-Registrar, Singur, recorded in Book No. IV, Vol.No. 1, pages 526 to 541, being No. 00051 for the year 2012, made between the Partners therein and they became and continued as Partner in the trade and/or business of construction of Residential and/or commercial complexes

and/or allied and/or related activities carried under the name and style of "PERFECT REALTY" presently having office at Singur Club Complex, Vill.-Singur, P.o. & P.S.-Singur, Dist.-Hooghly, Pin-712 409. (hereinafter "the Partnership Firm"), on the terms and conditions contained therein.

- 2. Vide Deed of Retirement Cum Partnership dated 22nd April, 2014 registered at the Office of Additional Ragistrar of Assurances-III, Kolkata, recorded in Book No. IV, Vol.No. 5, pages 4393 to 4424, being No. 02964 for the year 2014, the other Partners namely SK. NAIM ALI son of Sk. Noor Ali, SK. ASRAFUL CHOWDHARY son of Mahumud Ali Chowdhary, SRI BHAGYADHAR KARMAKAR son of Sri Baidyanath Karmakar, SMT. BITHIKA KARMAKAR wife of Sri Bhagyadhar Karmakar, SRI CHINMOY DAS, retired from the said Partnership firm and the continuning Partners herein incoming Partners therein were added as new Partner in the Firm;
- 3. The Retiring Partner herein vide Notice dated 23<sup>rd</sup> May 2014, addressed to the Continuing Partners herein put forward his intention to retire from the said Partnership Firm and together has put their "no objection" to the continuing Partner to add new Partners, if any, as the Continuing Partner shall deed fit and Proper.
- 4. The Retiring Partners have represented and assured the Continuing Partners as hereunder:
  - a. The Partnership Firm shall exist and continue to all intents and purpose and its business will be carried and continued by the Continuing Partners and the Incoming Partners, if any added as the Partner of the Partnership Firm;
  - b. The Continuing Partner shall be entitled of all its moveable and immovable assets, credits, goodwill and all profits and benefits therefrom and remain responsible for the future liabilities and losses. The Retiring Partner togetherwith the continuing Partner shall be liable and responsible for all Past liabilities, if any,.

- c. The Continuing Partner and the Incoming Partners, if any, shall have right to carry on the business in the name of the Partnership Firm with full and irrevocable authority to collect all the outstanding assets and out standing debts and give valued and effectual receipt thereof.
- d. The retiring Partner shall not make any wrongful use of the goodwill of the Firm and nor directly represent the Partnership Firm nor otherwise make themselves interested any trade or business similar to that of the Partnership Firm and not to solicit any client or customer nor otherwise interfere or intervene nor divert nor endeavour to divert any of the business carried or intended to be carried by the Partnership Firm.
- e. The Retiring Partner have not entered into any agreement and/or arrangement and/or has not done any act, deed or thing whereby the Partnership Firm's right title and interest with respect to the Property in the name of the Partnership Firm may get alienated and/or encumbered in any manner whatsoever;
- f. There is no statutory, judicial and/or quasi-judicial and/or departmental proceedings and/or order and/or restrictions which may prevent the continuing Partners and/or Incoming Partners if any from selling and/or from transferring and/or conveying the Properties of the Partnership Firm;
- g. The Properties in the name of the Partnership Firm are free from all charges, mortgages, claims, demands, liens, lispendence, attachment, acquisition, requisition, leased, licences, agreements, arrangements and/or any other encumbrances and/or alienations whatsoever and that the Partnership Firm is in undisputed and peaceful vacant possession of the Properties without any claim of any person whatsoever;
- h. The Partnership Firm has clear and marketable title with respect to its properties, free from all encumbrances and/or alienation whatsoever;
- 5. Accordingly, accounts have been made up of the assets debts and liabilities and of the profits earned till the date and a sum of Rs. 5,80,675/- (Rupees Five Lacs Eighty Thousand Six hundred and Seventy Five) only is found to be due and payable to the Retiring Partner in lieu of his share.
- 6. It is now proposed to execute this <u>DEED OF RETIREMENT</u> recording the terms and conditions of such retirement.

NOW THIS **DEED OF RETIREMENT** WITNESSETH and it is hereby agreed and declared by and between the parties hereto as follows:

- 1. The Retiring Partners doth hereby retire and shall be deemed to have retired from the said Partnership business by and between the parties hereto and carried on as the name of "PERFECT REALITY" as from the day of execution and registration of these Present.
- 2. The Continuing Partner herein hereby accept the retirement of the Retiring Partners and in consideration of Rs. 5,80,675/- (Rupees Five Lacs Eighty Thousand Six hundred and Seventy Five) only paid to the Retiring Partners towards full and final settlement of his accounts till day of execution and registration of these Presents. The Total Consideration towards full and final settlement of accounts of the retiring Partners has been received the retiring Partners in the manner hereunder:-

Retiring Partner: - Rs. 5,80,675/-.

Rs. 5,80,675/-

- 3. As from the day of retirement the Continuing Partners have been and will be entitled to continue to carry on the said business in partnership on such terms as may be agreed upon between them without any interference and/or obstruction from the retiring partner in any manner whatsoever.
- 4. The Retiring Partner shall not have any claim in the business of the Partnership and he hereby releases all his share, right, title and interest in the business, of the said partnership, its assets (whether movable or immovable) including goodwill, all licenses and permits held by the said Firm;
- 5. The outstanding/s dues and receivables and outstanding contracts, that the same shall belong to the Continuing Partners alone and the retiring Partner herein shall have no claim in the same in any manner whatsoever;
- 6. The Retiring Partner confirms that as a result of accounts being taken a sum of Rs. 5,80,675/- only (receipt whereof the Retiring Partner doth hereby as well as by the money receipt separately granted admit and acknowledge) has received

all dues payable to him in lieu of his share, right, title and interest in the said partnership business including its assets and good will and the retiring Partner has no other claim against the Continuing Partners in respect of the said Firm. The Total Consideration towards full and final settlement of accounts of the retiring Partner have been received by the retiring Partners in the manner hereinabove;

- 7. The Retiring Partner agrees and undertakes that he will not use the name of the Firm and will not carry on any business in the name of the Firm and do such act or activities in the name of the Partnership business.
- 8. For the sake of convenience the Retiring Partner appoints the Continuing Partners jointly and severally as his attorneys with authority and/or power to take legal action and to do all other acts and things necessary to recover the debts and liabilities due to the Firm in respect of the transactions or business done till date.
- 9. The Retiring Partner agrees and undertakes to execute any document or papers as may be required to give complete effect to his retirement from the said partnership Firm.
- 10. The retiring Partner put his no objection to the continuing Partners and/or incoming Partner/s for advertisement in the official gazatte and/or local news paper regarding the retirement of the Retiring Partners. The Retiring Partner agrees to sign application or papers required for the purpose assuring perfect retirement from the said partnership Firm.
- 11. The income tax payable by the Firm will be paid by the Continuing Partners and the Retiring Partner hereby undertake and/or will pay the income tax on his income and other moneys received from the Firm.
- 12. The share of the retiring Partner in the Firm shall stand transferred devolved on the second continuing partner and the First, Third, Fourth and Fifth continuing partners confirm concurr and assure the said transfer of the share to and unto the favour of the second continuing partner.
- 13. Upon retirement of the Retitirng Partner the share in the Partnership Firm of the Contituing Partners shall be as hereunder:-

First Continuing Partner

25%.

Second Incoming Partner:

25%.

Third Incoming Partner

17%.

Fourth Incoming Partner :

16.50%.

Fifth Incoming Partner

16.50%.

14. The retiring Partner undertake to indemnify the Continuing Partners with regard to all cost, expenses, loss and damages the Firm shall suffer for the act of the Retiring Partner;

- 15. The retiring Partner hereby agree and declare as hereunder:
  - a. That the retiring Partner have no longer any right title and interest in the business and/or properties of the Partnership Firm.
  - b. The retiring Partner hereby release and relinquish all his right title and interest in the said Partnership Firm to and unto the favour of the continuing Partner and the incoming Partner/s, if any.
  - c. The Retiring Partner shall not interfere, obstruct and hinder the business of the Partnership firm in any manner whatsoever;
  - The Retiring Partner have no dues and/or claim from the said Partnership Firm.
  - 16. All disputes and differences between the parties in any manner connected with the aforesaid matter shall be referred to the sole Arbitration of (Shri.) VINEET PANDEY presently of "PANDEY & COMPANY" having office at 10, Old Post Office Street, Top Floor, Room No. 118, Kolkata-700 001;

The Arbitrator will have the right to proceed summarily and make a summary award without giving reason for the same; The Arbitrator will be entitled to lay down his own procedure and will not be bound by any rule of procedure or evidence which can be avoided by express direction of the parties hereto unless enjoined upon expressly by the statute and not avoidable by agreement between the parties;

Such arbitration shall otherwise be in accordance with the Arbitration Act, 1996.

IN WITNESS WHEREOF the parties hereto have executed these presents the day month and year first above written.

EXECUTED AND DELIVERED by the RETIRING PARTNER at Hooghly in the presence of :

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High Court, Calcutta

Tubin Geria 10 old Post office street Kolkata - 1

EXECUTED AND DELIVERED by <a href="mailto:the-presence-of">the-presence-of</a>:

1. Harrieta Pandey

High Count Calcutta

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For PERFECT REALTY

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Drafted by Me

#### **MEMO**

RECEIVED Rs. 5,80,675/- (Rupees Five Lacs Eighty Thousand Six hundred and Seventy Five) only from the Contitnuing Partners towards full and final settlement of all dues in lieu of share of the Retitirng Partner in the Partnership Firm in the manner as detailed below:-

#### MEMO OF CONSIDERATION

Sl.No. Cheque/pay	order Dated.	Drawn.	Amount (Rs.)
No. 055856	24.06.2014	IDBI,Uttarpara, Branch	5,80,675/-
		TOTAL	5,80,675/-

(Rupees Five Lacs Eighty Thousand Six hundred and Seventy Five) only

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2. Manarata Pandey Adv High Coyort, Calcutta

#### 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. 07833 / 2014, Deed No. (Book - IV , 04465/2014)

dipulature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Gushil Kumar Singh  III, Benepukur Dhar, Makhala, Thana:-Uttarpara, District:-Hooghly, WEST  IN NGAL, India,	24/06/2014	LTI 24/06/2014	pull (v by h 24/6/14

	nature of the person(s) admitti  Admission of Execution By	Status	Photo	Finger Print	Signature
1	Rabindra Nath Pal Address -Vill - Shantipuram, Thana:-Singur, District:-Hooghly, WEST BENGAL, India,	Self .	24/06/2014	LTI 24/06/2014	Rolling sals ford
2	Dhiren Patel Address -75, New G T Road, Thana:-Uttarpara, District:-Hooghly, WEST BENGAL, India,	Self		LTI 24/06/2014	Dhrenfad
3	Sushil Kumar Singh Address -38, Benepukur Dhar, Makhala, Thana:-Uttarpara, District:-Hooghly, WEST BENGAL, India,	Self	24/06/2014	LTI	bull 1 both 24/6/14
4	Samarendra Nath Nandi Address -90, R. B. B. G. T., Thana:-Uttarpara, District:-Hooghly, WEST BENGAL, India,	Self	24/06/2014	24/06/2014 LTI	Samasoneber Natti Na

(Sanatan Maity) ADDITIONAL REGISTRAR OF ASSURANCE-III

#### 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. 07833 / 2014, Deed No. (Book - IV , 04455/2014)

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

Admission of Execution By	Status	Photo	Finger Print	Signature
Prabir Das Address -Sakuntala Nagar, Hindmotor, Thana:-Uttarpara, District:-Hooghly, WEST BENGAL, India,	Self		LTI	Robir Ins
Sagar Mukherjee Address -202/2, B B D Road, Hindmotor, Thana: Uttarpara, District:-Hooghly, WEST BENGAL, India,	Self	24/06/2014	24/06/2014 LTI	Sagar Munhin
		24/06/2014	24/06/2014	

Name of Identifier of above Person(s)

Vincet Pandey High Court Cal, District:-., WEST BENGAL, India, Signature of Identifier with Date

(Sanatan Maity) ADDITIONAL REGISTRAR OF ASSURANCE-III



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

Endorsement For Deed Number : IV - 04465 of 2014 (Serial No. 07833 of 2014 and Query No. 1903L000012373 of 2014)

#### On 24/06/2014

### 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: 23 of Indian Stamp Act 1899.

#### **Payment of Fees:**

Amount By Cash

Rs. 6380.00/-, on 24/06/2014

( Under Article : A(1) = 6380/- on 24/06/2014 )

### 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.-5,80,675/-

Certified that the required stamp duty of this document is Rs.- 29034 /- and the Stamp duty paid as: Impresive Rs.- 50/-

#### **Deficit stamp duty**

Deficit stamp duty Rs. 29000/- is paid , by the draft number 456620, Draft Date 24/06/2014, Bank : State Bank of India, UTTAR PARA, received on 24/06/2014

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

Presented for registration at 13.45 hrs on :24/06/2014, at the Office of the A.R.A. - III KOLKATA by Sushil Kumar Singh , one of the Claimants.

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

Execution is admitted on 24/06/2014 by

- Rabindra Nath Pal, son of Lt. Lakshman Chandra Pal , Vill Shantipuram, Thana:-Singur, District:-Hooghly, WEST BENGAL, India, , By Caste Hindu, By Profession: Business
- Dhiren Patel
   Partner, PERFECT REALTY, Singur Club Complex, Thana:-Singur, District:-Hooghly, WEST BENGAL, India, .
   , By Profession: Business
- 3. Sushil Kumar Singh
  Partner, PERFECT REALTY, Singur Club Complex, Thana:-Singur, District:-Hooghly, WEST BENGAL, India,
  , By Profession: Business

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( Sanatan Maity )
ADDITIONAL REGISTRAR OF ASSURANCE-III

EndorsementPage 1 of 2

## Government Of West Bengal Office Of the A.R.A. - III KOLKATA

District:-Kolkata

Endorsement For Deed Number : IV - 04465 of 2014 (Serial No. 07833 of 2014 and Query No. 1903L000012373 of 2014)

- Samarendra Nath Nandi Partner, PERFECT REALTY, Singur Club Complex, Thana:-Singur, District:-Hooghly, WEST BENGAL, India, . , By Profession: Business
- Prabir Das
   Partner, PERFECT REALTY, Singur Club Complex, Thana:-Singur, District:-Hooghly, WEST BENGAL, India, .
   , By Profession: Business
- Sagar Mukherjee
   Partner, P E R F E C T R E A L T Y, Singur Club Complex, Thana:-Singur, District:-Hooghly, WEST BENGAL, India, .
   , By Profession: Business

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

( Sanatan Maity )
ADDITIONAL REGISTRAR OF ASSURANCE-III

( Sanatan Maity ) ADDITIONAL REGISTRAR OF ASSURANCE-III

EndorsementPage 2 of 2

### FORM FOR PHOTOGRAPHS & FINGER PRINTS

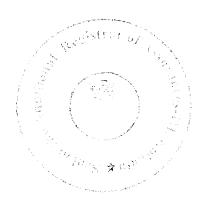
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### Certificate of Registration under section 60 and Rule 69

Registered in Book - IV CD Volume number 8 Page from 810 to 826 being No 04465 for the year 2014.



(Sanatan Maity) 25-June 2014 ADDITIONAL REGISTRAR OF ASSURANCE-III Office of the A.R.A. - HI KOLKATA West Bengal

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