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IV-66/2023



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

ment is admitted to registration. The Signat
and the endorsement sheet attached to this
document are part of

AN 665029

Additional District Sub Registrar
Sadar, Paschim Medinipur

10 OCT 2023

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP MADE THIS 10 th DAY OF OCTOBER 2023.

BETWEEN

1) SRI SHIBU GHOSHAL,

S/o. Sri Swapan Ghoshal,

residing at Talkui,

P.O-Abash, P.S-Kotwali,

Dist. Paschim Medinipur,

Pin-721102,

PAN- BTDPG 4193D, Aadher no- 589584062633.

partner of the **FIRST PART** hereinafter called the First Party;

Shibu Ghoshal.
Atarna Ghoshal



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10 OCT 2023

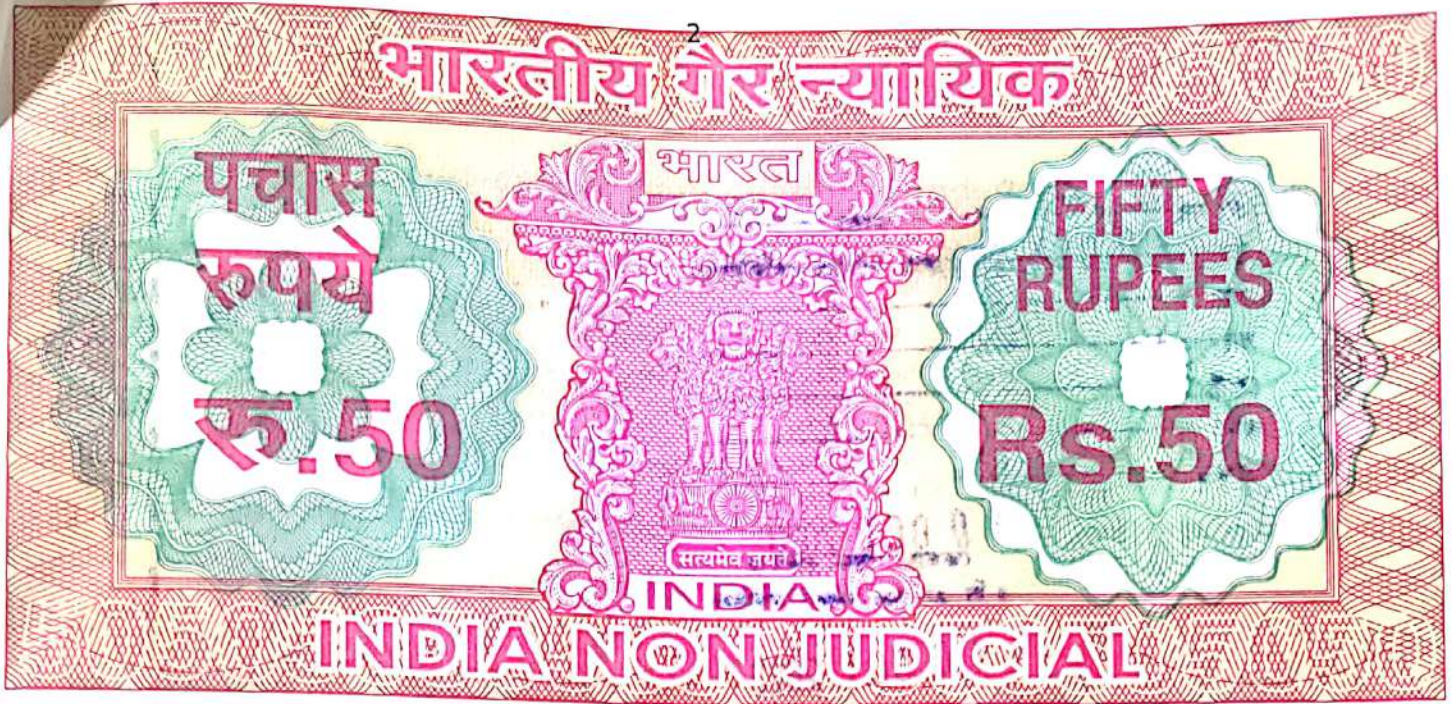
ক: নং 12484 100
তার 10 OCT 2023
নাম Shibu Ghoshal
স্বাক্ষর Taluk
বানা Abay
স্বাক্ষর Midnapore

10 OCT 2023
অতিরিক্ত ডিস্ট্রিক্ট সার্জেন
মিডনাপুর
10 OCT 2023

100 X 12 100
50 X 12 50
Total 2 Pice = 150



10 OCT 2023



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AH 049988

2) APARNA GHOSHAL

W/o. Sri Shibu Ghoshal,
residing at Talkui,
P.O-Abash, P.S-Kotwali,
Dist. Paschim Medinipur,
Pin-721102,



PAN- CXBPG 9114R, Aadhar no- 526766810909.

partner of the **SECOND PART** hereinafter called the Second Party;

for carrying on business in Partnership on the terms and conditions hereinafter mentioned-

WHEREAS the parties have mutually agreed to carry on the business under the name and style "**M/S RAJESHWARI DEVELOPER**" under certain terms, conditions and stipulations mutually agreed to by between and among the parties herein.

AND WHEREAS the parties herein are desirous of recording of the said terms, conditions and stipulations of the said partnership in writing so as to avoid future complication if any.

Aparna Ghoshal
Shibu Ghoshal.

क्र. नं. 12485- टाका SD
ता. 10 OCT 2023
नाम Shibu Ghoshal
मा. Talku
पेटी Abash
थाना Midnapore
उत्तर

10 OCT 2023
१० अक्टोबर २०२३

10 OCT 2023



10 OCT 2023

NOW KNOW WE AND THESE PRESENTS WITNESS that the parties shall be deemed to have agreed the terms conditions and stipulations of the said partnership as hereinafter appearing:

1. PARTNERS :-

That all the partners or parties as mentioned hereinabove are working partners and all of them are actively involved in the business of the firm.

2. NAME :-

That the partnership business shall be carried on under the said name and style of "**M/S RAJESHWARI DEVELOPER**". However, the partners may mutually change the Firm's name on further reconstitution of the firm and/or its amalgamation or association with any other firm or firms carrying on the business of similar nature or any other nature or for any other reasons, as the partners may deem fit and proper.

3. PLACE OF BUSINESS :-

That the Registered Office or Principal Office or Main Office or Head Office of the Firm shall be situated at Talkui, Midnapore, P.O- Abash, P.S- Kotwali, Paschim Midnapore, -721102. The parties shall be at liberty to carry on business at any other place or places by mutual consent. The Principal Office may be shifted at such other place as may be agreed upon by the partners from time to time. And that any Branch Office or Offices, City Office or Offices, camp office or offices may also be opened at any place or places in India or in Foreign country or countries as the partners may determine or decide from time to time for the benefit and development of the firm. The partners shall have the power to close or discontinue or shut down

Shubra Ghoshal, Abarna Ghoshal

any branch office or offices including city office or offices if they think fit and proper at any time for the interest or benefit of the firm with the mutual consent of both the partners.

4. BUSINESS :-

That the business of the partnership firm shall consist of all types of construction works including plotting of land, development of the land, housing, Simplex, Duplex, Triplex, Township, Flat, shopping and of such other business as the partners may from time to time mutually decide. The business of the firm shall also be development of land, building, purchase, sell, joint venture project or otherwise thereof and constructing multi storied building, building house, flats, market complex, commercial cum residential apartment and plotting of land with all suitable amenities and any other business as would be mutually decided. The partnership firm may purchase land and properties out of the capital of the firm in firm's name as may be mutually decided by the partners jointly during the partnership business.

5. CAPITAL: -

The parties shall contribute capital to the extent of 50% each and further as may be required from time to time in proportion to their respective profit sharing ratio in the firm as hereinafter appearing. Such capital shall carry interest at such rate as may be mutually agreed subject to the provision of Income Tax Act, 1961.

PROVIDED THAT the partners may contribute such further sum or sums towards their individual capital as may be agreed upon or as it may be deemed necessary by the partners for carrying on the business of the firm. The partners will be entitled to charge interest on capital at such rate as may be agreed upon not exceeding 12% (Twelve percent) per annum. The parties

Shubam Ghoshal. Aparna Ghoshal

however shall be at liberty to waive their right to receive interest on capital and remuneration entirely or to such extent as may be mutually agreed to by and between among the parties.

The initial capital of the business are as follows :-

i) By Partner No.1 – Rs. 5,00,000.00 (Rs. Five laes)

ii) By Partner No.2 – Rs. 5,00,000.00 (Rs. Five laes)
Except initial Capital no other Cash, Capital or moveable or immoveable Property is involved in this partnership firm.

6. LOANS AND ADVANCES FROM PARTNERS :-

It shall be open to any of the partners to advance loans for the firm. The money so advanced shall be constituted as debt by the firm. It may carry such rate of interest as may be determined by the partners jointly or by an agreement between the parties in respect of the loan.

7. ACCOUNTING YEAR :-

The accounting year or financial year of the firm shall be the period of twelve months commencing from 1st April and ending on 31st March. However, the firm may change its accounting year or financial year if the partners so decide. The accounts of the firm for each year may be audited by a qualified Chartered Accountant if required as per provisions of Income Tax Act. The accounts so prepared either to be audited or not but must be signed by all the partners.

8. DETERMINATION OF PROFITS AND LOSSES :-

For the purposes of determination of Profits or Losses of the firm, it shall cause to prepare its accounts at the close of its accounting year as per clause 7 above and it must be signed by all the partners.

Shikha Ghoshal, Aparna Ghoshal

9. SHARING OF PROFITS AND LOSSES :-

The net profits or losses of the firm as determined shall be shared by or divided amongst the partners in the following proportions :-

<u>Partner's Name</u>		<u>Profit Sharing Ratio in %</u>
I)	Shibu Ghoshal - FIRST PARTY -	50%
II)	Aparna Ghoshal - SECOND PARTY-	50%

PROVIDED FURTHER THAT for the purpose of distribution of Profits or Losses amongst the partners, net profit or loss shall be determined after charging or deducting Firm's Income Tax and partners' salaries as per clause 10 were under and interest on partners' capital as per clause 5, interest on loans and advanced from partners as per clause 6, commission payable to any partner as per clause 11 and interest payable on over drawings as per clause 12 of this Deed.

10. SALARIES TO PARTNERS :-

The parties taking active part in the day to day management of the firm shall be paid such salary as may be lawfully allowable as deduction from the income of the firm under the Income Tax Act, 1961.

PROVIDED THAT subject to provisions contained in Income Tax Act in this regard the said annual salaries of the partners may be drawn by the partners' monthly or periodically or from time to time on account as may be decided by or convenient to the partners drawing their annual salary. The said annual salaries of the partners may be altered, revised, modified, increased, decreased or waived from time to time as may be determined or decided or agreed by the partners jointly.

Shibu Ghoshal. Aparna Ghoshal

11. COMMISSION TO PARTNERS :-

That on the decisions of the partners any or both the partners may be allowed to pay commission for their bringing in or introducing any business of the firm. The rate and terms of payment of such commission may be determined by the partners from time to time.

12. PARTNERS' DRAWINGS :-

That all the partners mentioned hereinabove may draw any amount, if fund permits or provides, in addition to their individual annual salary at any time on account of or in anticipation of their respective share of profits by way of drawings monthly or otherwise upon due approval of all the partners. In case of drawing by a partner in anticipation of his/their share of profit during a particular year is found in excess of his or their share of profit for the year shall be transferred to his/their respective individual capital account for subsequent recovery, adjustment or realization in cash or in consideration otherwise than in cash.

PROVIDED THAT the partners having credit balances in their respective capital accounts at the end of any financial year will be entitled receive the interest at the rate of 12% (twelve percent) per annum. Such interest on partners' capital accounts will be charged against profits of the firm. On the other hand, the partners having debit balances in their capital accounts will be charged interest at the rate of 12% (twelve percent) per annum. Such interest will be credited to the firm's accounts in income. Calculation of interest in both cases will be on the basis of monthly balance rest.

PROVIDED FURTHER THAT the allowing of or charging of interest on credit or debit balances of partners' Capital Accounts may be decided or determined or waived by the partners jointly from time to time.

Shrim Ghoshal, Aparna Ghoshal

13. BANK ACCOUNT :-

The firm may open one or more Bank Account or Accounts in the name of the firm with any bank or banks at any place or places as may be necessary and to be decided by the partners for the convenience of the business of the firm or in such way as may be mutually agreed from time to time.

PROVIDED THAT Banking Account of the firm shall be opened by the parties and operated by any of the first and second Part.

14. BORROWINGS :-

The firm may take loans or advances from any person or persons, Banks or others financial institutions for the purpose of carrying on the business of the firm on such terms and conditions as may be decided by the partners. Such loans thus taken, received, arranged or contracted shall be treated as loans of the firm and all the partners shall be liable thereto either jointly or severally. The borrowings of the firm may be on hypothecation pledge or mortgage of any or all of the properties or assets of the firm if required, all or any of the partners may stand guarantee for such loans or borrowings.

15. ADMISSION OF NEW PARTNER :-

Upon the joint decision of the partners, any person or persons may be admitted in the firm as a partner or partners on such terms and conditions as may be agreed upon. Even such person may be admitted as a partner in the firm on payment of salary only either monthly or annually in lieu of sharing of profits. He/She may be paid only commission on business introduced or brought in by him/her or both commission and salary in lieu of his or her or their share of profits of the firm.

Aparna Ghoshad

Shikha Ghoshad

16. RETIREMENT OF PARTNER :-

That any of the partners may retire from the Firm by serving a three months notice in advance in writing to the other remaining partners or a notice less than three months may be allowed, if the other remaining partner so agree in accepting the shorter notice of retirement given by the retiring partner. They will in gnes of retirement of a partner is subject to the acceptance by the other remaining partners in writing.

17. TRANSFER OF SHARE OF INTEREST IN THE FIRM :-

No partner shall be entitled to sell his/their share in the firm to a third person without first offering the same in writing to the other partners so long as they are prepared to acquire the same at a fair price to be determined by other remaining partners mutually. The partners shall not enter into any other partnership or other business similarly or unilaterally with any other person/persons without due consent of other remaining partners.

18. RATIFICATION OF TRANSACTION :-

All transactions, deeds, or act done by any partner or firm for the purpose of the business of the firm upto the date of this agreement are ratified and no question can be raised for acts already done.

19. PARTNERSHIP AT WILL :-

This partnership will be at WILL. The death or expulsion of any partner shall not cause to dissolve the partnership but shall continue to be carried on by the surviving or continuing partners.

20. DISSOLUTION :-

As already stated in clause 19 of this agreement, the death, retirement or expulsion of any partner shall not cause to dissolve on becoming a partner of

S. W. Ghoshal, Aparna Ghoshal

unsound mind or insolvent or becoming in any way permanently incapable of performing his duties as a partner. Mere giving or serving a notice by a partner to other remaining partners to dissolve the firm shall not be a cause to dissolve this partnership.

PROVIDED, however, that the partnership may be dissolved only when both the partners decide, agree or justify the dissolution of the firm. The date of dissolution in the case will be the date when all the partners so decide to dissolve. Except these as stated above all other provisions will be applicable as provided in the Indian Partnership Act.1932.

21. DEATH :-

God forbids, on the death of any of the partners, the remaining partners shall cause an account of profit or loss termed Profit & Loss Account and the Balance Sheet of the firm prepared as on the date of death of such partner and shall pay the balance amount standing in the credit of the deceased partner's capital account including his share of goodwill to the legal heirs and representatives of the deceased partner within such a period, mode and manner as may be agreed upon by the existing partner or partners and the legal representatives of the deceased partner.

On the death of any partner, the partnership would not automatically dissolve the firm. The legal representatives of the deceased partner may join as partners of the firm and/or its business, if so desire.

22. INTERPRETATION :-

The profit-sharing ratio shall also be applicable in case of Profits or Losses.

Swikn Shetty, Aparna Ghoshad

23. LIABILITIES :-

The partners shall not admit any liability of the firm without due consent of other partners. The firm shall not be liable for any personal individual liabilities of the partners.

24. ARBITRATION :-

All disputes or differences or questions or opinions whatsoever which may arise in future amongst the partners or between the partners in respect of the matters already provided and reasonably or sufficiently or clearly described in this agreement or deed of partnership shall be settled by the parties or partners at a meeting or meetings, convened or called special meeting of the partners. The decision of the Partners jointly present at the meeting shall be final and binding on the partners. Any other disputes or differences or questions or opinions whatsoever which may arise either during the partnership or afterwards amongst the partners and legal heirs and representatives of the deceased partner or partners in respect of the matters not provided and sufficiently described in this Deed of Partnership shall be referred to the arbitrator Mr. Kusal Misra, Advocate at Midnapore agreed and acceptable by the parties herein to be appointed by the partners and the decision of the said Learned Sole Arbitrator shall be final and binding on the partners. In this case Arbitration Act prevalent thereto shall apply. The cost and expenses etc. of the Arbitra Tribunal, if any, shall be borne by the partners in equal share.

25. JURISDICTION :-

The Court at Midnapore alone shall have the exclusive jurisdiction to try and determine any disputes and differences, if arises between the partners.

Swarn Shukla Aparna Ghoshal

26. APPLICABILITY OF THE ACT :-

All matters not provided herein, the partner or partners or the firm shall be governed by the provisions of the Indian Partnership Act, 1932 except that no deed of amendment of this Partnership is required or necessary for the decisions taken or arrive at or require to be taken by the Partners in accordance with and in the manner of the clauses as provided by this deed.

27. AMENDMENTS :-

The parties or partners if they deem fit and necessary may at any time add, alter, amend or modify this Deed of Partnership or any clauses thereof. This clause should be read with clause 23 of this Deed.

28. REGISTRATION :-

The Partners shall as early as possible get the Firm registered under the Partnership Act, 1932.

IN WITNESS WHEREOF the parties to these presents have hereunto set and subscribed their respective hands, the day, the month and year first above mentioned.

Shiban Ghoshal, Aparna Ghoshal

SIGNED, SEALED AND DELIVERED
by the parties at Midnapur in the presence
of:-

Witnesses:-

1. Pijum Kanti Ghosh
S/o - Chandan Sekher Ghosh
Saktinagar, Midnapur
Panchmukhi

2. Gauri Kumar Das
Hemul
Midnapur
Salboni

Shibu Ghosh.

(.....)
FIRST PARTY

Aparna Ghoshal

(SRI)
SECOND PARTY

DRAFTED BY:-

Sy - Newsar Ali

Syed Newsar Ali
M.A., LL.B, B.Ed, Kovid
Advocate
Mirzabazar Midnapur

Regd. No.- F 1081/1053 of 1981

N:B:- This deed of sale contains 2 stamp papers, 11 demi papers in total 13 papers only and two witness, as per Government order sheet of plain paper including for ten fingers prints being enclosed. This 1th page is to be counted as part of this deed.

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Left Hand Finger Impression -



Right Hand Finger Impression -



SIGNATURE

Shibu Ghoshal

Left Hand Finger Impression -



Right Hand Finger Impression -



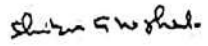
SIGNATURE

Aparna Ghoshal

Major Information of the Deed

Deed No :	IV-1003-00066/2023	Date of Registration	10/10/2023
Query No / Year	1003-3002568615/2023	Office where deed is registered	
Query Date	09/10/2023 11:07:07 AM	A.D.S.R. MIDNAPORE, District: Paschim Midnapore	
Applicant Name, Address & Other Details	Chandra Sekhar Ghosh Midnapore, Thana : Medinipur, District : Paschim Midnapore, WEST BENGAL, Mobile No. : 8597613063, Status :Deed Writer		
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	Photo	Finger Print	Signature
	Shri Shibu Ghoshal (Presentant) Son of Shri Swapan Ghoshal Executed by: Self, Date of Execution: 10/10/2023 , Admitted by: Self, Date of Admission: 10/10/2023 ,Place : Office		 Captured	
		10/10/2023	LTI 10/10/2023	10/10/2023
	Talkui, City:- , P.O:- Abash, P.S:-Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN:- 721102 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: btxxxxxx3d, Aadhaar No: 52xxxxxxx0909, Status :Individual, Executed by: Self, Date of Execution: 10/10/2023 , Admitted by: Self, Date of Admission: 10/10/2023 ,Place : Office			
2	Name	Photo	Finger Print	Signature
	Aparna Ghoshal Wife of Shri Shibu Ghoshal Executed by: Self, Date of Execution: 10/10/2023 , Admitted by: Self, Date of Admission: 10/10/2023 ,Place : Office		 Captured	
		10/10/2023	LTI 10/10/2023	10/10/2023

Talkui, City:- , P.O:- Abash, P.S:-Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN:- 721102 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: cxxxxxx4r,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 10/10/2023
, Admitted by: Self, Date of Admission: 10/10/2023 ,Place : Office

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Pijus Kanti Ghosh Son of Shri Chandra Sekhar Ghosh Sekhpura, City:- Midnapore, P.O:- Midnapore, P.S:-Medinipur, District:- Paschim Midnapore, West Bengal, India, PIN:- 721101		 Captured	
	10/10/2023	10/10/2023	10/10/2023
Identifier Of Shri Shibu Ghoshal, Aparna Ghoshal			

Endorsement For Deed Number : IV - 100300066 / 2023

On 10-10-2023

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.

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

Presented for registration at 11:52 hrs on 10-10-2023, at the Office of the A.D.S.R. MIDNAPORE by Shri Shibu Ghoshal , one of the Executants.

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

Execution is admitted on 10/10/2023 by 1. Shri Shibu Ghoshal, Son of Shri Swapan Ghoshal, Talkui, P.O: Abash, Thana: Medinipur, , Paschim Midnapore, WEST BENGAL, India, PIN - 721102, by caste Hindu, by Profession Others, 2. Aparna Ghoshal, Wife of Shri Shibu Ghoshal, Talkui, P.O: Abash, Thana: Medinipur, , Paschim Midnapore, WEST BENGAL, India, PIN - 721102, by caste Hindu, by Profession Others

Indetified by Mr Pijus Kanti Ghosh, . . Son of Shri Chandra Sekhar Ghosh, Sekhpura, P.O: Midnapore, Thana: Medinipur, , City/Town: MIDNAPORE, Paschim Midnapore, WEST BENGAL, India, PIN - 721101, by caste Christian, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7.00/- (E = Rs 7.00/-) and Registration Fees paid by Cash Rs 7.00/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 150/- and Stamp Duty paid by Stamp Rs 150.00/-
Description of Stamp

1. Stamp: Type: Impressed, Serial no 12484, Amount: Rs.100.00/-, Date of Purchase: 10/10/2023, Vendor name: Soumen Kr Dey
2. Stamp: Type: Impressed, Serial no 12485, Amount: Rs.50.00/-, Date of Purchase: 10/10/2023, Vendor name: Soumen Kr Dey


Ashim Das
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. MIDNAPORE
Paschim Midnapore, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV

Volume number 1003-2023, Page from 937 to 956
being No 100300066 for the year 2023.



Ashim Das

Digitally signed by ASHIM DAS
Date: 2023.10.12 15:10:35 +05:30
Reason: Digital Signing of Deed.

(Ashim Das) 12/10/2023
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. MIDNAPORE
West Bengal.