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IV - 213/2017 ~~IV~~ = 212/2017

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE
HUNDRED RUPEESभारत INDIA
INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

8-1-408291/17 Y 312988

Document is admitted to registration. The Signature
sheet and the Endorsement sheet attached to this
document are part of the document.

Additional District Sub Registrar
Sadar, Paschim Medinipur

13 DEC 2017

14 DEC 2017

Document is admitted to registration. The Signature
sheet and the Endorsement sheet attached to this
document are part of the document.

Additional District Sub Registrar
Sadar, Paschim Medinipur

DEED OF PARTNERSHIP

THIS INDENTURE OF PARTNERSHIP is made on this the 13th day of December Two
thousand and Seventeen.

BETWEEN

Nirmaan Heights

Subrata Patra

Partner

Nirmaan Heights

Gautam Kumar Chakraborty

Partner

Contd.....2

Subrata Patra, Gautam Kumar Chakraborty



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

V 209354

(2)



Subrata Patra.



Goutam Kumar Ghosh

Goutam Kumar Ghosh

1. Sri SUBRATA PATRA son of Late Srimanta Patra, by occupation business, by Religion Hindu, residing At:- Ashutosh Nagar, Kuikota P.O.:- Midnapore, P.S.:- Midnapore, Dist. - Paschim Medinipur (WB)-721101 hereinafter referred to as the party of the FIRST PART (which expression shall include their heirs, successors, executive administrators, assigns and agents).

AND

2. Sri GOUTAM KUMAR GHOSH son of Late Gour Gopal Ghosh, by occupation business, by Religion Hindu, residing At:- Pragati Complex, Kshudiram Nagar, P.O.:- Midnapore, P.S.:- Midnapore, Dist. - Paschim Medinipur (WB)-721101 hereinafter referred to as the party of the SECOND PART (which expression shall include their heirs, successors, executive administrators, assigns and agents).

Subrata Patra

Contd.....3

WHEREAS the aforesaid parties of the First & Second part intend to start a **PROMOTING BUSINESS & ALL TYPES OF CIVIL CONSTRUCTION INCLUDING RESIDENTIAL COMPLEX & LAND DEVELOPMENT** and / or may any other business conjointly in co-partnership by investment of their capital and Labour under the name and style "*Nirmaan Heights*".

AND WHEREAS to safe-guard the interest of the parties and the firm and to avoid any future misunderstandings regarding the terms and conditions of the said partnership, it is mutually resolved as expedient, necessary and proper to draw up a formal Deed of Partnership in writing under the terms and conditions hereinafter set forth and the parties hereto, do hereby agree to be administered by each terms.

-: NOW THIS INDENTURE WITNESSES AS FOLLOWS:-

1. **Name of the Firm :** That in pursuance of agreement and common intention of combining their respective Labour, skill and capital the parties named above, hereinafter referred to as partners have formed this partnership which is a partnership at will and the incidents of this partnership shall be governed by the provisions of the Indian partnership Act.

That the partnership business shall be carried on under the name any style "*Nirmaan Heights*". However, the parties upon their unanimity of consent may change the name of the firm to some other name or names.

2. **Place of business:** That the Register & business Office of the firm shall be located At:- Ashutosh Nagar, Kuikota P.O.:- Midnapore, P.S.:- Midnapore, Dist. - Paschim Medinipur (WB)-721101.

3. **Nature of business :** That the business of the partnership shall be of **PROMOTING BUSINESS & ALL TYPES OF CIVIL CONSTRUCTION INCLUDING RESIDENTIAL COMPLEX & LAND DEVELOPMENT** and the parties shall always be entitled to embark upon any other line of any business, or undertaking as they mutually agree upon the from time to time hereinafter.

4. **Commencement of business:** That the partnership shall be deemed to have commenced on and from the 13th Day of December, 2017.

Sudanta Patra. Gudwin Karmacharya

5. Capital of business :

i) That initial capital of the firm shall be Rs. 10,00,000.00 (Rs. Ten lakh only) shall be contributed equally by the both partners after that if necessary the partners shall be increased their capital from time to time according to mutual agreement. The rate of interest on capital shall be 12% (simple) P.A. or lower as may be prescribed under section 40(b) (ii) of the Income Tax Act, 1961 or any other applicable provision as may be in force in the Income Tax assessment of partnership firm for the relevant accounting period shall be payable to the partners on the amount standing at credit to the capital account of the partners. Such interest shall be calculated and credited to the account of such partner at the close of the accounting year.

ii) However, in case of loss or lower income, rate of interest can be NIL or lower than 12% as may be agrees to by and between the partners from time to time.

6. Remuneration to working partners: All the partners in the partnership business have agree to work in the partnership firm as working partners. It is hereby agreed that in consideration of the parties working in the partnership firm as working partners, they shall be entitled to remuneration as under:

i) That remuneration payable to the above partners shall be paid to them as per mutual agreement between the partners and shall be calculated at percentage of the Book Profit for each accounting period in the following manner:-

Amount of Remuneration.

a) On the First Rs. 3, 00,000/- Rs. 1, 50,000/- or 90% of the
of Book profit or in case of a loss. Book profit whichever is more.

b) On the balance of Book-profit @60% of the book-profit.

ii) For the purpose of above calculation, Book profit shall be computed as defined explanation - 3 to Sec-40(b) of the Income Tax Act 1961 or any other applicable provision as may be in force for the Income Tax assessment of the partnership firm for the relevant accounting period.

iii) The remuneration payable as above shall be due and credited to their respective accounts at the close of the accounting period then their final account of the firm are up.

Sudhakar Patra, Jyoti Karmacharya

iv) The said partners shall be entitled to draw the above remuneration only after the end of the relevant accounting period. However, nothing herein contained shall preclude any of the said partners from withdrawing any amount from the partnership firm against the amount standing to the capital and / or current or loan account or his share of profit for the relevant accounting year in such manner as may be decided by the partners by mutual consent.

v) The partners shall be entitled to increase or reduce the above remuneration and may even agree not to pay remuneration to any partners in case of loss. The parties hereto pay also agree to review the mode of calculating the above said remuneration or as may be required as per changes in the relevant provision of the Income Tax Act from time to time.

7. Share of profit/loss : That the profit or losses (including loss of capital of the partnership business as per the accounts maintained by the partners after deduction of all expenses including interest and remuneration payable to the working partners in accordance with the clauses of this Deed shall be divided and distributed amongst the partners in the following proportions :

- | | | |
|---------------------------|-------|-----|
| a) Sri Subrata Patra | | 59% |
| b) Sri Goutam Kumar Ghosh | | 41% |

8. Mutual Agreement: That the partners are mutually agreed that:

- i) No one can solely take decision regarding employment of staff, Purchase and sale of goods or give credit/loan to others in behalf of partnership.
- ii) For the purpose of smooth running business without any mutually consent no one can provide any personal loan either by himself or from outside sources.
- iii) No one can transfer or mortgage his share without any consent from other partner.

9. Accounts: Those proper and regular accounts of the affairs and transaction of the partnership shall be maintained by the partners and the books of account and documents and other necessary papers belonging to the firm shall be kept open to all the partners or their representative for inspection at the office premises only.

10. Accounting Year: That for the purpose of accounts the partnership business shall observe the English Financial year i.e. from 1st. day of April to the last day of March following and on

Sri Subrata Patra

the last day of every accounting year, a profit and loss account and balance sheet of the partnership business shall be prepared and the profit or loss as the case may be adjusted in the respective share of partners.

11. Banking Accounts: That the partners hereto are entitled to open Bank accounts with any scheduled / non scheduled bank or Banks in the name of the Firm shall be operated by any one or both the partners of the firm or through authorized representative as may be decided amongst the partners on their mutual agreement. The firm is also entitled to apply any kinds of loan for the partnership business to existing bank or any nationalized bank(s) or any financial institutions and for such move all the partners have to give guarantee in their personal capacity as security to the lending institution and also all the partners shall execute the loan documents of the lending institutions jointly and severally.

12. General duties of the partners: Partners will bind to carry on business of their firm, to be just and faithful to each other, to render, true accounts and full information of all things affecting the business to each partner reciprocally or his legal representatives.

13. Arbitration: All disputes concerning the partnership affairs if cannot be settled mutually, shall be referred to Arbitration under the Indian Arbitration Act, then in force.

14. Death: That in the event of death or retirement of any partners or partnership business shall not be resolved but may be continued by the remaining partners along with the legal heir of the deceased or retired partner on such terms and conditions as they mutually agree upon

15. Partnership-at-will: That the partnership shall be a partnership-at-will and may be dissolved by the mutual consent of all the partners.

16. Retirement: In case any partner desires to retire from partnership he may do so by mutual or he will have to give three calendar months notice in writing to this effect to the other partners and he will cease to be partner in the said partnership after the expiry of such period.

17. Admission of new partner : If necessary, the partner may by mutual consent and of such terms and conditions as they may be mutually agree upon, take new partner or partners in the said firm by necessary change or constitution of the firm

18. Change in terms and conditions: That any of the above terms may be amended revised, altered and modified by mutual consent of the partners hereto either expressed in writing or implied from conduct.

19. Miscellaneous: That saves and expects the provisions expressly made above / the provisions of the Indian Partnership Act, shall apply.

IN WITNESSES WHEREOF, the parties hereto have set and subscribed their representative hands on the day, month and year first above written in presence of the following witnesses :-

Signed and delivered

At Medinipur

In Presence of:

1. Sibnath Bhattacharjee
S/o Late Nani Gopal Bhattacharjee
Habibpur, Benapukur
Paschim Midnapore
Midnapore 721101
2. Debabrata Pramanik
S/o Late Ram chandra Pramanik
Vill+P.O Abash. P.S. Midnapur.
Dist- Paschim Medinipur.

Drafted by

Hrisipada Manna -
Advocate WBF 9357912181
Judge's Court, Midnapore

Signature of Partners:

1. Subrata Patra.

2. Goutam Kumar Ghosh

Typed by

Priyabrata Pramanik

Note :- This DEED OF PARTNERSHIP has been typed in 7 (seven) pages including 2 (two) stamp paper and there are two attesting witnesses and extra pages for finger impression annexed herewith is a part of the Deed of Partnership.

Subrata Patra. Goutam Kumar Ghosh

Goutam Kumar Ghosh
Subrata Patra

These are my left hand finger impression



These are my right hand finger impression



Above both hands finger print impression are of mine

Sulratu Putra

These are my left hand finger impression



These are my right hand finger impression



Above both hands finger print impression are of mine

Goudarini Kumara Ophat

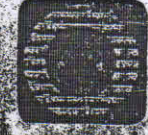
IV-214/18
N-213/18

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT OF INDIA

SUBRATA PATRA
SHRIMANTA PATRA
07/05/1974
Permanent Account Number
AOPPS310P




In case this card is lost / found, kindly return to
Income Tax PAN Services Unit, U
Plot No. 3, Sector 11, CBD Belapur
Navi Mumbai - 400 614.

यह कार्ड खो जाने पर कृपया संचित न
आयकर पैन सेवायूनिट, U
प्लॉट नं. 3, सेक्टर 11, CBD बेलपुर
नवी मुंबई-400 614

PAI

स्थायी लेखा संख्या

/PERMANENT ACCOUNT NUMBER

ADDPG2491F

नाम /NAME

GOUTAM KUMAR GHOSH

पिता का नाम /FATHER'S NAME

GOUR GOPAL GHOSH

जन्म तिथि /DATE OF BIRTH

07-02-1956

हस्ताक्षर /SIGNATURE

Goutam Kumar Ghosh

आयकर आयुक्त, प.ब.-II

COMMISSIONER OF INCOME-TAX, W.B. - II

इस कार्ड के खो / मिल जाने पर कृपया जारी करने
वाले प्राधिकारी को सूचित / वापस कर दें
सहायक आयकर आयुक्त,
पी-7,
चौरंगी स्क्वायर,
कलकत्ता - 700 069.

In case this card is lost/found, kindly inform/return to
the issuing authority :

Assistant Commissioner of Income Tax,

P-7,

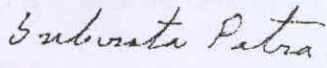
Chowringhee Square,

Calcutta- 700 069.

Major Information of the Deed

Deed No :	IV-1003-00213/2017	Date of Registration	14/12/2017
Query No / Year	1003-1000408291/2017	Office where deed is registered	
Query Date	12/12/2017 1:45:21 PM	A.D.S.R. MIDNAPORE, District: Paschim Midnapore	
Applicant Name, Address & Other Details	Subrata Patra Ashutosh Nagar, Thana : Medinipur, District : Paschim Midnapore, WEST BENGAL, PIN - 721101, Mobile No. : 9434006195, Status : Seller/Executant		
Transaction		Additional Transaction	
[4201] Partnersip, Partnership			
Set Forth value		Market Value	
Rs. 10,00,000/-			
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 150/- (Article:46A)		Rs. 7/- (Article:E)	
Remarks			

Partner Details :

Sl No	Name, Address, Photo, Finger print and Signature			
1	Name Shri Subrata Patra Son of Late Srimanta Patra Executed by: Self, Date of Execution: 13/12/2017 , Admitted by: Self, Date of Admission: 13/12/2017 ,Place : Office	Photo 	Fingerprint 	Signature 
		13/12/2017	LTI 13/12/2017	13/12/2017
	Ashutosh Nagar, P.O:- Midnapore, P.S:- Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN - 721101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AJOPP6310P, Status :Individual, Executed by: Self, Date of Execution: 13/12/2017 , Admitted by: Self, Date of Admission: 13/12/2017 ,Place : Office			
2	Name Shri Goutam Kumar Ghosh (Presentant) Son of Late Gour Gopal Ghosh Executed by: Self, Date of Execution: 13/12/2017 , Admitted by: Self, Date of Admission: 13/12/2017 ,Place : Office	Photo 	Fingerprint 	Signature 
		13/12/2017	LTI 13/12/2017	13/12/2017
	Pragati Complex Kshudiram Nagar, P.O:- Midnapore, P.S:- Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN - 721101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: ADDPG2491F, Status :Individual, Executed by: Self, Date of Execution: 13/12/2017 , Admitted by: Self, Date of Admission: 13/12/2017 ,Place : Office			



Identifier Details :**Name & address**

Shri Debabrata Pramanik
Son of Late Ramchandra Pramanik
Abash, P.O:- Abash, P.S:- Medinipur, District:-Paschim Midnapore, West Bengal, India, PIN - 721102, Sex: Male, By
Caste: Hindu, Occupation: Business, Citizen of: India, , Identifier Of Shri Subrata Patra, Shri Goutam Kumar Ghosh

13/12/2017

*Debabrata Pramanik***Endorsement For Deed Number : IV - 100300213 / 2017****On 13-12-2017****Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)**

Presented for registration at 14:01 hrs on 13-12-2017, at the Office of the A.D.S.R. MIDNAPORE by Shri Goutam Kumar Ghosh , one of the Executants.

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

Execution is admitted on 13/12/2017 by 1. Shri Subrata Patra, Son of Late Srimanta Patra, Ashutosh Nagar, P.O: Midnapore, Thana: Medinipur, , Paschim Midnapore, WEST BENGAL, India, PIN - 721101, by caste Hindu, by Profession Business, 2. Shri Goutam Kumar Ghosh, Son of Late Gour Gopal Ghosh, Pragati Complex Kshudiram Nagar, P.O: Midnapore, Thana: Medinipur, , Paschim Midnapore, WEST BENGAL, India, PIN - 721101, by caste Hindu, by Profession Business

Indetified by Shri Debabrata Pramanik, , Son of Late Ramchandra Pramanik, Abash, P.O: Abash, Thana: Medinipur, , Paschim Midnapore, WEST BENGAL, India, PIN - 721102, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7/- (E = Rs 7/-) and Registration Fees paid by Cash Rs 7/-

Payment of Stamp Duty

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

Description of Stamp

1. Stamp: Type: Impressed, Serial no 21787, Amount: Rs.100/-, Date of Purchase: 12/12/2017, Vendor name: Satya Charan Ghosh
2. Stamp: Type: Impressed, Serial no 21788, Amount: Rs.50/-, Date of Purchase: 12/12/2017, Vendor name: Satya Charan Ghosh



Goutam Roy Chowdhury
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. MIDNAPORE
Paschim Midnapore, West Bengal



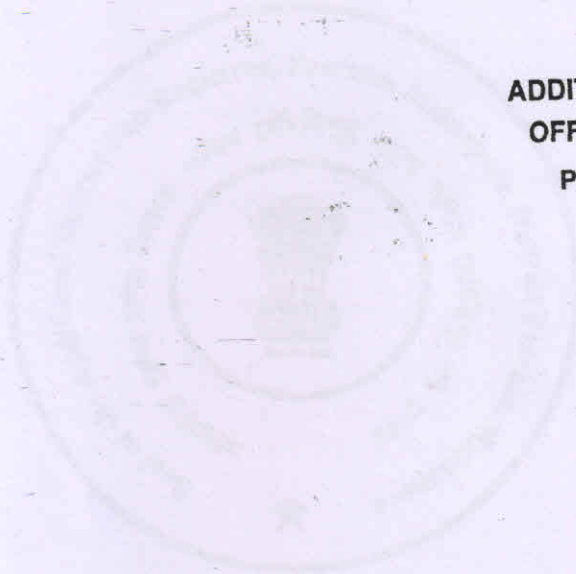
n 14-12-2017

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.



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



Digitally signed by BARNALI MASANTA
Date: 2017.12.14 12:47:06 +05'30'
Reason: Digital Signing of Deed

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. MIDNAPORE
West Bengal

(This document is digitally signed)



Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV

Volume number 1003-2017, Page from 2465 to 2479

being No 100300213 for the year 2017.



Digitally signed by BARNALI MASANTA
Date: 2017.12.14 15:47:09 +05:30
Reason: Digital Signing of Deed.

Barnali Masanta) 14/12/2017 3:47:01 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. MIDNAPORE
West Bengal.

Nirmaan Heights
Sulanta Patra
Partner

Nirmaan Heights
Garima Kumar
Partner

(This document is digitally signed.)