

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE  
HUNDRED RUPEES

संघर्ष

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AE 523348



*Subhasish Biswas*  
*Smiti Chatterjee*  
*Shuvo Sankar Dutta*



BEFORE THE NOTARY PUBLIC  
GOVT. OF INDIA 24 PARGANAS, CALCUTTA

## DEED OF PARTNERSHIP

45/4 THIS DEED OF PARTNERSHIP is made this 13th day  
of July, 2021 (Two Thousand Twenty One).

**BETWEEN**

SRI SUBHASISH BISWAS, PAN-BXEPB8244D, son of Sri  
Binoy Krishna Biswas, residing at Kora Babupara (South), P.O.  
Kora Chandigarh, P.S. Madhyamgram, Dist. North 24 Parganas,  
Kolkata-700130, West Bengal, by caste-Hindu, by occupation-

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FIFTY  
RUPEES

Rs.50

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AB 117280



*Subhashish Biswas*  
*Sumit Halder*  
*Shuvo Santra Dutta*

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Business, by nationality-Indian, hereinafter referred to as the  
**FIRST PARTNER.**

**AND**

**SRI SUMIT HALDER**, PAN-ANAPH8116K, son of Sri Sunil  
Halder, residing at Kora Nabarunpally, P.O. Kora Chandigarh,  
P.S. Madhyamgram, Dist. North 24 Parganas, Kolkata-700130,  
West Bengal, by caste-Hindu, by occupation-Business, by



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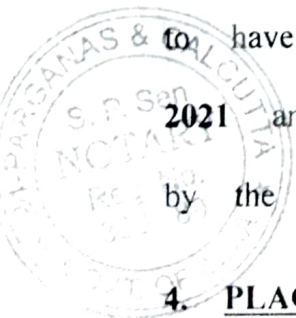
nationality-Indian, hereinafter referred to as the **SECOND PARTNER.**

**AND**

**SRI SHUVO SANKAR DUTTA**, PAN-CFZPD0075A, son of Late Alok Kumar Dutta, residing at Sarada Sarani, Nibedita Park, P.O. Hridaypur, P.S. Barasat, Dist. North 24 Parganas, Kolkata-700127, West Bengal, by caste-Hindu, by occupation-Business, by nationality-Indian, hereinafter referred to as the **THIRD PARTNER.**

**NOW THIS DEED WITNESSETH** that the parties hereto enter into the partnership under the following terms and conditions :

1. **NAME** : The name and style of the Partnership Firm shall be "**ELITE CONSTRUCTION**"
2. **NATURE OF BUSINESS** : Develop, Constructions & General Order Suppliers.
3. **COMMENCEMENT** : The partnership shall be deemed to have commenced on and from the **13th day of July, 2021** and shall continue to be carried on until determined by the partners mutually.
4. **PLACE OF BUSINESS:** The place of business at present



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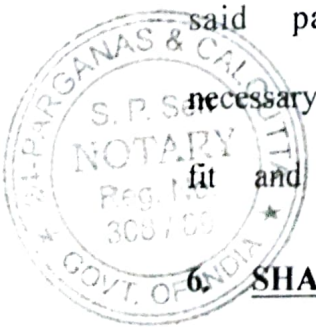
will be situated at Kora Nabarunpally, P.O. Kora Chandigarh,  
P.S. Madhyamgram, Dist. North 24 Parganas, Kolkata-700130,  
West Bengal,

5. **CAPITAL** : The capital of the partnership firm will be  
Rs. 6,00,000.00 (Rupees six lakh) only to be contributed by  
the partners in the following manners :

- a) The first partner Rs. 2,00,000.00 (Rupees two lakh) only and
- b) The second partner Rs. 2,00,000.00 (Rupees two lakh) only.
- c) The third partner Rs. 2,00,000.00 (Rupees two lakh) only.

Any further capital may be required hereafter shall be  
contributed by either any one or by both the partners  
jointly or may be raised by borrowing from with the  
unanimous decision of the partners. If any partner shall  
contribute further capital to the firm, the same shall be  
credited to their capital account individually.

The partners, if necessary, may raise loan from any where  
with equal risks and responsibility for the betterment of the  
said partnership business and in that case to do the  
necessary acts, deeds and things as the partners jointly think  
fit and proper.



6. **SHARE IN PROFIT & LOSSES** : The partners shall  
share the profit and lossess in the following proportions

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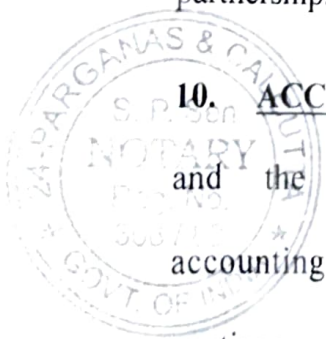
- a) 1st partner : 33.33%
- b) 2nd partner : 33.33%
- c) 3rd partner : 33.33%

7. **SALARY** : That the parties hereto shall be entitled to draw salary per month as per their ratio of capital investment but after three months from commencement of the business and the salary payment to the partners shall be debited to the profit & loss account of the partnership business as expenses for carrying on business of the firm before the Net Profit is arrived at.

8. **BOOKS OF ACCOUNTS** : Proper books of accounts shall be kept and maintained as is usually done in such business. Both the partners shall have easy access to the books of accounts and they shall also be entitled to take copies thereof if and when required.

9. **MANAGEMENT** : Each party hereto will carry on the business of the firm to the best advantages of the partnership. All office expenses shall borne by the firm.

10. **ACCOUNTING YEAR** : The accounts shall be closed and the balance sheet will be prepared at the end of accounting year. The accounting year of the firm shall continue to be the financial year (1st day of April to



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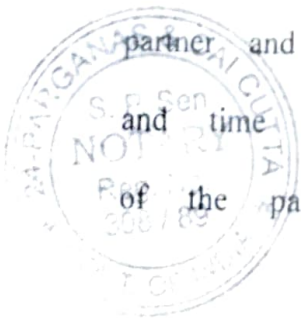
31st day of March)

11. **BANK ACCOUNT** : The firm shall have bank account or accounts in any Bank/Banks as may be mutually decided by all the partners. Such Bank account/accounts of the said business shall be operated by all the the partners herein.

12. **IN CASE OF DISPUTE** : In the event of any dispute or differences which may arise between the partners with regard to the construction, meaning and effect of this deed on any part thereof or respecting the accounts, profits or losses of the business or the rights and liabilities of the partners under this deed or the dissolution or winding up of the business or any other matter relating to the firm, either of the partners can approach the appropriate court of Law for easy disposal of the dispute.

13. **DUTIES OF PARTNERS** : a) Both partner shall handover immediately to the firm all the moneys and cheques that may be received by him on account of partnership business.

b) That both partner shall be just and faithful to other partner and at all time give to other partner full information and time explanation of all matters relating to the affairs of the partnership business and afford every assistance to



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his power in carrying on the business.

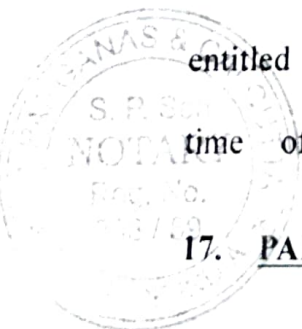
14. **RETIREMENT** : That any partner may retire from the partnership firm by giving three months notice to the other partner and in that case at the end of period of notice the interest of the outgoing retiring partner in the firm shall be cease and upto that time he will be responsible for all liabilities as the other partner so far as to the proportion of his share. Such retirement of a partner shall not operate as a dissolution of the firm.

15. **ADMISSION OF A NEW PARTNER** : That the partners by mutual consent would be entitled to admit New partner or partners upon terms and conditions as may be agreed upon by both the partners.

16. **DEATH** : That the partnership firm shall not be dissolved by the death of any partner and the business of the partnership firm shall continue by the running partners and the legal representatives or heirs of the deceased partners can join the living partners in this partnership business on such terms and conditions as may be agreed upon. But if the heir/heirs will not be interested then he/she shall be entitled to his/her share of profit of the firm upto the time of death of the partner.

17. **PARTNERSHIP ACT** : All the provisions of the Indian

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Partnership Act or any other statutory modification thereof except these herein above specifically mentioned shall be valid and binding on the partners.

18. All policy matters shall be decided by both the partners.
19. The name of the firm and the address of the office of their firm may be changed in future on consent of both the partners.
20. That partner/partners committing any breach of any of the foregoing stipulation shall indemnify the other partner/partners from all losses and expenses on account thereof and shall also cease to be the partner/partners of the firm.
21. If any partner infrings any one of the clauses mentioned herein or becomes insane or is adjudicated as an insolvent, the other partner/partners may forthwith determine the partnership by giving notice in writing and then may continue the business alone by publishing notice of the dissolution local official Gazette, and in local vernacular newspaper.

**IN WITNESS WHEREOF** the parties hereto set and subscribed their hands the day, month and year first above

written:



13 JUL 2021

**SIGNED SEALED AND DELIVERED**

in the presence of :

**WITNESSES :**

1) *Swarajit Kar*  
P. U. Bose Sarani  
Hridaypur, Kol-127

2) *Debasish Biswas*  
Madhyamgram  
Kol - 700130

*Subhasish Biswas,*

**SIGNATURE OF THE  
FIRST PARTNER**

*Sumit Datta*

**SIGNATURE OF THE  
SECOND PARTNER**

*Shuvo Sankar Datta*

**SIGNATURE OF THE  
THIRD PARTNER**

Drafted by :

*Swarajit Kar*  
**Swarajit Kar**

Advocate

Judges' Court, Barasat  
North 24 Parganas

Laser Composed by :

*Agar*  
**Sardar Monoj Narayan**  
Barasat, North 24 Parganas

**ATTESTED**

*S P Sen*  
Reg. No. 308/89  
Govt. Of India  
24 Pgs. & Calcutta



13 JUL 2021