

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL



AMENDMENT OF PARTNERSHIP DEED

(RETIREMENT CUM ADMISSION)

This deed of partnership executed this 7th day of November 2023 by and between (1) **Sri Amarnath karmakar (CMHPK2504A)** S/O- Late Shiblal Karmakar herein after called as 1st Partner resident of Namopara Rathtala Ward No -12, PO.- Namopara, P.S. & Dist.- Purulia, pin -723103 (2) **Rabi Rosan Verma (PAN-AUQPV5891C)** S/O- Manup Kumar Verma resident of Station Para H.P. Dan road Ward No -12, PO.- Namopara, P.S. & Dist.- Purulia, pin -723103 herein after called as 2nd Partner (3) **Smt Mallika Banerjee (PAN- AOAPB8498K)**, W/O Jyotirmoy Banerjee of Rampada Colony, Purulia Municipality Ward No 12, P.O.- Namopara, Dist.- Purulia, West Bengal 723103 herein after called 3rd Partner.

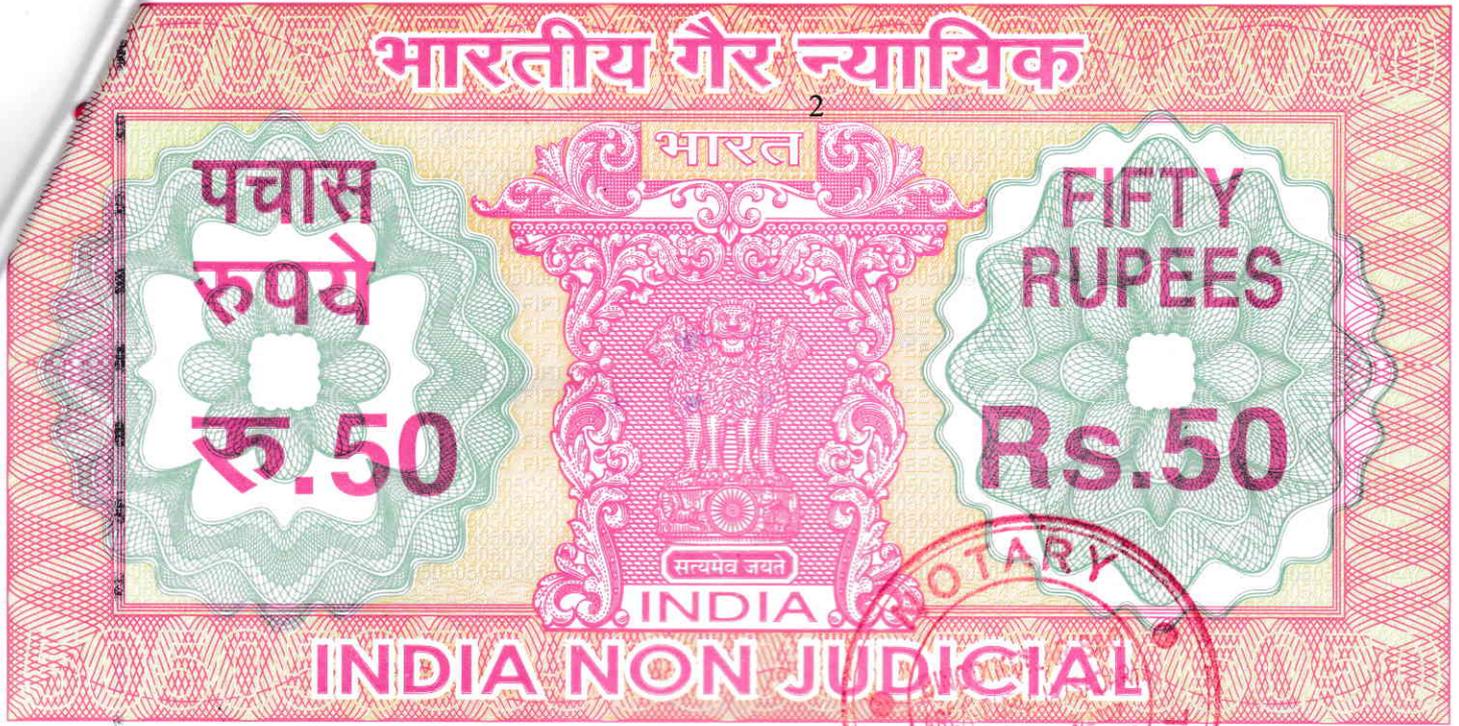
Which expression unless repugnant to the subject on the context shall mean and include the successors, legal representative executor administrator and assigns of the respective parties.

Whereas the parties hereto have formed a reconstituted partnership deed on certain terms and conditions mutually agreed by them and whereas the parties also agreed to execute a partnership deed hereto and to define the rights, relation and obligation of the parties inter se;

136123 !
BINOD KUMAR SAG
NOTARY
Govt. of West Bengal

Amarnath Karmakar @ Rabi Rosan Verma. @ Mallika Banerjee

08 NOV 2023



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AH 626411

136/23

Whereas the parties are going to reconstitute the erstwhile partnership deed were executed vide partnership deed Sl. No 05 dated 5th January 2023 before Sri Samir Kumar Shaw, Notary Public, Purulia (W.B.) for the admission of 1) **Sri Amarnath karmakar** and 2) **Rabi Rosan Verma** in place of Sri Shree Sai Construction 05.01.2023 (retired partnership Firm) with following terms keeping other clauses remain same in the erstwhile partnership deed.

The name & style of the reconstituted firm is same as earlier i.e. "ASTHA CONSTRUCTION"(PAN-ABUFA3191R) and its head office is situated At, P.O. & P.S.- Ashram Pally, Ward No-3 West lake Road, Purulia, Pin-723101(W.B.) mainly deals in civil contract job, Promoter ship/ Developer works, Electrical work and general Order supply in terms of building work stated below.

Whereas the all parties hereto have formed a reconstituted partnership firm on certain terms and conditions mutually agreed by them and whereas the parties also agreed to execute a reconstituted partnership deed hereto and to define the rights, relation and obligations of the parties inter se;

Whereas the parties have agreed to restart this reconstituted partnership business under the name & style "ASTHA CONSTRUCTION" and it's head office is situated Ward No.-3, West Lake Road , Ashram Pally, Purulia (West Bengal) PIN 723101 .

and whereas the parties hereof felt necessary in the individual safe guard and interest of the firm to constitute this partnership deed with certain agreed terms in to a properly drawn up in the instrument of partnership.

NOW THE TERMS OF THE PARTNERSHIP LAYSDOWN AS UNDER

1. NAME OF THE FIRM:

That the name and style of the firm as reconstituted is "ASTHA CONSTRUCTION".

2.ADDRESS OF THE FIRM:

BINOD KUMAR SAO
NOTARY
Govt. of West Bengal

2

① Anen Dahu Karmakar ② Rabi Rosan Verma ③ Mallika Banerjee.
08 NOV 2023

That the head office of the firm is situated ward No.-3, West Lake Road, Ashram Pally, Purulia, 723101.

The firm may with the mutual consent of the partners and requirement may start/ takeover any other business place(s) for which it is needed.

3. COMMENCEMENT OF THE BUSINESS:

That this firm has commenced with effect from 04/12/2020 as mentioned in earlier deed.

4. ACCOUNTING YEAR OF THE FIRM:

That the accounting year of this constitute firm shall be 1st day of April and will be ended on 31st day of March.

5. OBJECT OF THE FIRM:

That at present, the firm will recommence to perform any type of developing multi stored building, civil works contract, Promoter ship Works, electrical works and general supplier in terms building material with Govt./ semi Govt. departments/public/ private partnership organization and Private contractee and for any other works as the partners will think fit for the firm under the firm's name and style. Further the firm may entered into an agreement with land owner's to contract multistoried building(s) on owner's land for the purpose of running promoter ship business.

7. CAPITAL ACCOUNT:

That both the partners will contribute whatever amount is needed by the firm as capital to run the promoter ship business smoothly. Accordingly all dues of the retired partner will be paid by the firm for final settlement of his dues on the date of retirement. Retired partner also agreed for his due and accepted the amount finally.

8. PROFIT SHARING RATIO:

That whatever may be the net profit or loss shall be divided between the partners as per their capital investment throughout the year:

9. REMUNERATION /SALARY PAYABLE TO PARTNERS:

That all the partners as are working partners and are responsible for Conducting day-to-day, administration and managerial policies will entitle to get remuneration at the rate in accordance with the manners laid down U/S 40(b)(v) of the Income Tax Act 1961.

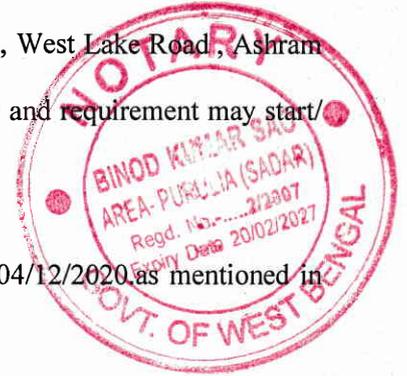
It is necessary to mentioned here that in case of loss any year of the firm, the remuneration shall be payable to its partner accordingly.

10. INTEREST PAYABLE TO PARTNERS:

That what ever amount of capital have to be contributed by the partners and capital contribution during subsequent period if made by partners however shall bear interest at a maximum 12% p.a (simple interest) on capital contribution or otherwise agreed upon mutually by the partners. The rate of interest may be changed time to time as per provision of the Income tax Act.1961.

11. ADVANCE/FURTHER CAPITAL FROM THE PARTNERS:

That if any partner(s) make any advance, will obtain interest on such advance /further capital contribution, maximum @ 12% P.A. simple interest.



136:23



Aman

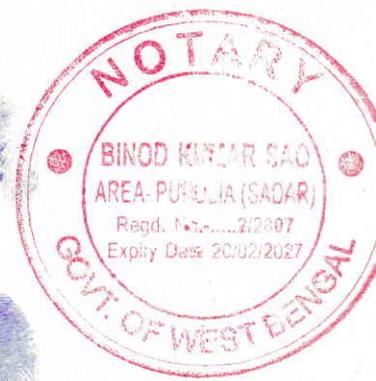
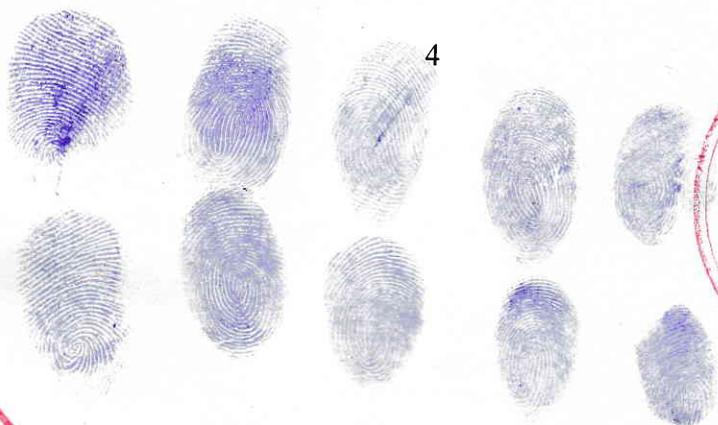
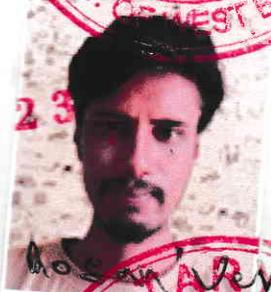


Photo and fingerprints of the first party Partner



Rasi



Photo and fingerprints of the second Partner



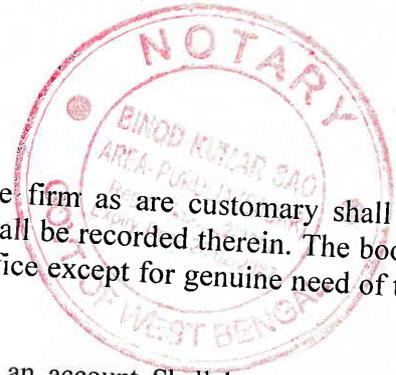
ni



Photo and fingerprints of the third Partner

12. **BANK ACCOUNT:**

That Bank Account /other Accounts whenever required will be opened in the name of the firm and the same (Bank account) will be operated by either or survivor partner.



13. BOOKS OF ACCOUNT:

That the proper books of account of the firm as are customary shall be maintained and all transactions of the firm shall be recorded therein. The books shall not be removed from the firm's head office except for genuine need of the firm or with mutual consent of the parties.

14. ACCOUNTS AND AUDIT:

That after the expiry of each financial year an account shall be taken and /or prepared of all capital, assets and liabilities for the time being of the partnership and the balance sheet and profit and loss account after allowing all expenses and allowances for depreciation and others and for recouping loss shall be prepared and if needed shall have to be audited by a qualified Chartered Accountant and a copy thereof furnished to each of the partner for necessary verifications.

In case of joint venture for any work, books of a/c for that venture work will be completed after the completion of the contract work if the work takes time less than 1(one) year to complete the work and in other cases after the completion of the financial year.

15. SIGNING AUTHORITIES:

That one partner namely Sri Amarnath Karmakar may sign in any document(s) or paper(s), bill(s), vouchers(s) etc. on behalf of the firm and that should be informed to the other partner in time as the case may be.

Also in case of agreement deed signing power will be bestowed on Sri Amarnath Karmakar 1st partner hereof. **While in case of Sale deed all partners should sign on sale deed.**

16. LOAN / FINANCIAL ASSISTANTS:

That the parties hereof may raise loan from any bank /banks or financial organization and from others for the confidence requirement of the firm and on the mutual consent of all the parties.

17. PARTNERSHIP AT WILL:

That each partner hereto has entered in to the partnership in his individual capacity and not in any representative capacity. Thus, the partnership shall be a partnership at will and any partner may retire or withdraw from the partnership business within three months after serving notice to the other partner of his intention for doing so.

18. GENERAL ADMINISTRATION AND CONDUCT OF THE BUSINESS OF THE FIRM:

Every partners shall have authority in any emergency to do all such acts for the purpose of protecting the firm from loss as would be done by a person of ordinary prudence in his own case acting under similar circumstances and any partner so doing shall be indemnified by the firm or the partner in respect of any expenditure incurred or payment made in connection therewith.

136123

i) Each partner shall:

- a) Punctually pay and discharge his separate debts and engagements and indemnify the other partners and the partnership assets against the same at all costs, claim and demands in respect the re of.
- b) Be just and faithful to other partner(s) and interest of the firm in all transactions relating to the partnership and
- c) Act all times give to other partner true information and explanations of all matures relating to the partners within his knowledge and afford every assistance in this power to carry on the business for their mutual advantage.

19. RESTRAINT ON POWERS OF PARTNERS:

None of the partners shall have the right to encumber business and / or assets of partnership for personal debts and / or shall not be entitled to do any one or more of the following acts or things without the consent of the other partners:

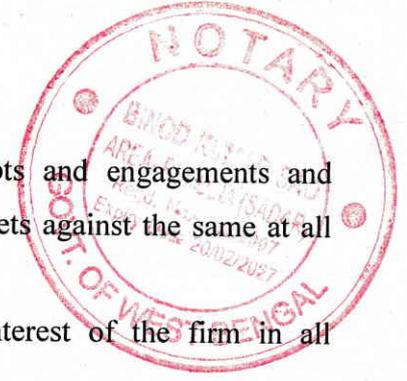
Viz:

- a) To transfer, assign, sell, mortgage, hypothecate or change his share in the partnership.
- b) To deliver goods on credit to the parties to whom the other partner/ partners have forbidden him to trust.
- c) To raise loan or borrow money in the name of time partnership with or without security.
- d) To stand bail, sureties which may in any manner encumber the properties of the partnership.
- e) To appoint any person in service whatsoever.
- f) To discharge from duties or service to any employee under the firm.
- g) To disqualify and branch organization and or stop business of any branch adopted or being set up by the firm.

20. AMMENDMEND OF THE PARTNERSHIP DEED:

That the partners of this deed shall execute the terms, conditions contained in this deed may be changed by mutual consent of the partners hereto, and in that event, the partners shall execute a stipulated supplementary deed showing such effect.

This deed of partnership will also be amended in case of admission of new partner(s) subject to the mutual consent of all these existing partners and the new



136123

partners will get such right of the firm as the existing partners will think best and proper.

21. RETIREMENT OR DEATH OF PARTNER:

If any partner desire to retire from the partnership may be at any time on giving clear notice in writing to other partners of his intention for doing so. Upon retirement, the outgoing partner shall be paid the value of the net asset of the firm for his share as may be conclusive and accepted by other partner.

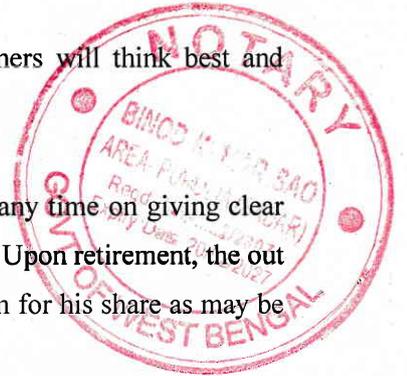
That the death (God Forbid), insolvency or retirement of any of the partner or partners shall not dissolve the firm but it shall continue with or without successor or successors of the deceased partners or representatives of the outgoing partner as per the consent of such successor or legal representative of the deceased partner shall be admitted in his place as partner on same terms and conditions as deceased partner was entitled to under these present or on such other terms and conditions as may be agreed upon by the surviving partners. If such heirs or legal representatives express their unwillingness to become partner or partners, the serving partner shall be entitled to carry on the business of the firm as proprietorship concern and shall liable to pay the legal representative of the deceased the proportionate share in the name of the departed partner.

That any of the partners may retire from the firm voluntarily by giving "THREE MONTHS" notice upon the remaining partners unless otherwise agreed, of his intention to retire from the firm and after the expiry of the said notice period of three months the partner giving such notice shall cease to be partner of the firm. No valuation to the good will shall be put in the case of retirement of a partner or in the case of dissolution of the firm.

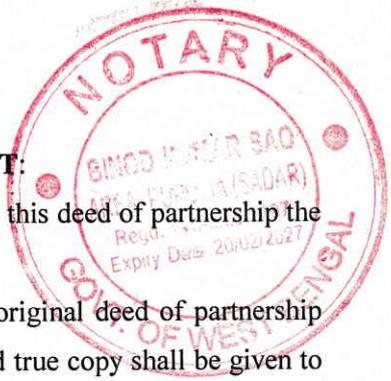
22. DISSOLUTION: That the partnership shall upon dissolution be wound up and the assets and liabilities be dealt with the firm shall be distributed to the partners in accordance with the provisions of the Indian partnership Act-1932.

23. ARBITRATION:

That in all matters both the partners' decision shall always prevail but in case of any matter in which their decision cannot give any positive outcome the matter shall be referred to the arbitration and arbitrators so appointed shall decide the same in accordance with the provision of the Indian Arbitration Act 1996 or any statutory obligation /modification for the time being in force.



136123



24. PROVISION OF THE INDIAN PARTNERSHIP ACT:

That for all other matters is specifically not mentioned in this deed of partnership the provision of the Indian Partnership Act.1932 shall apply.

25. That by mutual agreement of the partners hereof the original deed of partnership shall be kept in the custody of the either partner or certified true copy shall be given to the other partners for his reference.

26. That if any partner infringes any one of the clauses herein above on become sane or in adjudicated on insolvent, the other partner have right to take every law full action against the law violated partner.

N.B. Photo, and fingerprints of the partners pasted in Page number 4 .

IN WITNESS WHEREOF THE PARTIES HEREOF HAVE SIGNED THEIR RESPECTIVE SIGNATURES ON THERE PRESENT THIS 07th DAY OF NOVEMBER & YEAR 2023 AT PURULIA (WEST BENGAL) AS ABOVE WRITTEN.

WITNESS

ASTHA CONSTRUCTION
Aman Nath Karanekar
Signatures of the 1st party Partner

ASTHA CONSTRUCTION
Rabi Kisan Jena
Signatures of the 2nd party Partner

ASTHA CONSTRUCTION
Mallika Banerjee
Signature of the 3rd party Partner

This deed of partnership is drafted by me and Typed in my office and Read over and explained the above contained among the partners also I identify the signature of the Partners.

Swapan Kumar Garain
(SWAPAN KUMAR GARAIN)
ADVOCATE
07/11/2023

signature / L T I of... *Aman Nath Karanekar*
Attested only by me on Identification of Sr...
Swapan Kumar Garain
Binod Kumar Saha
8
[Signature]
Notary Public
08 NOV 2023

136/23

136/23