432/2022

(14-21/22)

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

AG 026133

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of this document.

20/01/2022

Addl. Dist. Sub Registrar
Kalyani Nadia

20 JAN 2022

B(3) 169050/22

DEED OF PARTNERSHIP

This **DEED OF PARTNERSHIP** is made on this 20th day of January, 2022.

AMONG

1) SRI AMIT KUMAR DAS (PAN- AISPD5711F), S/O- SRI AJIT KUMAR DAS, by Occupation- Business, by Religion- Hindu, by Nationality- Indian, residing at B-2/216, Kalyani, PO & PS- Kalyani, Dist- Nadia, Pin- 741235, West Bengal, India, hereinafter called the **FIRST PARTNER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to include his respective heirs, executors, administrators, representatives and assigns) of the **FIRST PART**

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AG 028034

AND

2) SRI SUMIT PANSARI (PAN- AEOPA4090A), S/O- SRI LAKHI PRASAD PANSARI, by Occupation- Business, by Religion- Hindu, by Nationality- Indian, residing at B-13/2, Kalyani, PO & P.S- Kalyani, Dist- Nadia, Pin-741235 West Bengal, hereinafter called the **SECOND PARTNER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to include his respective heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

AND

3) **SRI ASHUTOSH SARKAR** (PAN- CBDPS1824E), S/O- SRI ASHISH KUMAR SARKAR, by Occupation- Business, by Religion- Hindu, by Nationality- Indian, residing at B-1/76, Kalyani, PO & P.S- Kalyani, Dist- Nadia, Pin-741235,West Bengal, hereinafter called the **THIRD PARTNER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to include his respective heirs, executors, administrators, representatives and assigns) of the **THIRD PART**.

NOW THIS DEED OF PARTNERSHIP WITNESSETH that each of the partner hereto has mutually agreed and covenanted and do hereby agree and covenant with each of them to become partners and to run business in joint partnership with one another on the terms and conditions hereinafter contained namely

NAME AND ADDRESS OF THE FIRM:

The partnership business shall be carried on under the name and style as **"SIDDHI VINAYAK CONSTRUCTION"** having its registered address at B-9/26 (CA), Kalyani, PO & PS- Kalyani, Dist-.Nadia, West Bengal, Pin-741235, within Kalyani Municipality and and/or such other place or places as the partners may mutually agree upon from time to time and all correspondences will be made at the above mentioned address.

OBJECT OF THE BUSINESS:

That the partnership firm business shall be that of works contract business and general order supplying, promoting, property developing and construction of multistoried building which can be conveniently carried on with any other, persons, firms, companies and Government in any capacity what so ever name called in India and/or else where as the partners may from time to time agree upon with option to take in any other partner or paerners in the said Partnership Business. That the firm may acquire and take over the whole or any part of the business goodwill, Trade Mark etc. and properties and liabilities of any person, firm or companies carrying on any business which the partners may agree upon by mutual agreement.

COMMENCEMENT OF THE BUSINESS:

That the partnership firm business and all terms and conditions under this deed will effect from 20th day of January 2022 and shall be continued as long as per the terms and conditions set out specifically in this DEED OF PARTNERSHIP and the financial year of the business shall close on the 31st day of March in every year.

CAPITAL OF THE BUSINESS:

That at the time of commencement of the business, the capital of the firm will be Rs 9,00,000/- (Rupees Nine Lakh) only out of which the partner has contributed a sum of Rs 3,00,000/-(Rupees Three Lakh) only each. That any further capital, which may be required for carrying on the business of the firm shall be contributed by the partners from time to time and/or borrowed from the outsider including Banks (Nationalized and/or Private).

BANKERS OF THE FIRM:

The partners can open an Account/Accounts in any Nationalized Bank and/Private Bank in the name and style of the business name **"SIDDHI VINAYAK CONSTRUCTION"** in joint names of the partners and shall be operated by all the three partners jointly and/or duly authorized representative in the firm on behalf of the partnership with the consent of the partners. The Bank Account comprising of Savings Account/Current Account/Overdraft Account/Term Loan Account/ Cash Credit Account and any other account that may deemed to be necessary.

PROFIT AND LOSS OF THE BUSINESS:

That the net profit of the partnership firm, after payment of all outgoing expenditures, Income Tax, Salary and other miscellaneous expenditures including labors payment, shall be divided among the partners in the share following and on the other hand, they shall in like proportions bear if there be any loss including loss of capital.

1) SRI AMIT KUMAR DAS ----------- 33.34%
2) SRI SUMIT PANSARI --------------- 33.33%
3) SRI ASHUTOSH SARKAR ---------- 33.33%

BOOKS OF ACCOUNT:

That the partners shall arrange for proper keeping of books of accounts and shall maintain vouchers for all receipts and payments, The usual books of accounts shall be properly posted up to date. Each partner shall have free access to the books of accounts at all times and shall be at liberty to take such extract there from as they may think fit proper. The said books of accounts together with all letters, papers or writing concerning or belonging to the partnership shall be kept at the place of business of the firm and shall not be removed from that place without the consent of the partners.

ACCOUNTS AND AUDIT:

That after 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 the Profit and Loss Account, making due allowances for depreciation and for recouping any loss shall be prepared and a copy there of furnished to each of the partners who shall be bound there by unless some manifest error shall be discovered within three calendar months in which case such error shall be rectified. Immediately after preparation of such Balance Sheet and Profit and Loss Account net profit, if any shown by such account shall be divided amongst the partners in their profit sharing ratio. In case it is found that the firm had suffered loss in any year, the account of loss payable by each partner to the firm in their profit and loss share ratio or be adjusted with their respective capital. The partners may mutual agreement in writing appoint one Qualified Chartered Accountant for auditing the Books of Account of the Firm for any particulars year/years on a remuneration to be ascertained by the partners mutually in accordance with the statutory law of the land from time to time in force.

INCOME TAX ACT 1961:

That the partnership shall pay Income Tax under the provisions of Income Tax, 1961 of Sub-Section 40(b).

That all the partners shall be active working partners and each of them shall be entitled to draw a salary of Rs. 25000/-(Rupees Twenty Five Thousand) only per month.

That upon mutual agreement either written or verbal, remuneration may differ according to business of the firm.

SIGNING AUTHORITIES:

All cheques on the accounts of the firm in the Bank or Banks contracts for goods and merchandise, bills, receipts, orders and contracts and agreements for partnership of joint ventures with any person, firm or company or for execution of lease deed or execution of sale deed may be signed by all the three partners jointly or duly authorized representative in the firm on behalf of the partnership with the consent of the partners.

POWER TO BORROW:

That any loan required for the purpose of implementation of any new scheme on which the partnership is formed may borrow fund from outsiders including in any Nationalized/Private Banks, any amount, which the partners consider necessary at such terms and rate of interest as the partners considers reasonable and mutually agreed upon.

That all partners and /or any duly authorized representative in the firm on behalf of the partnership with the consent of all the partners are hereby empowered to deal with borrowings on behalf of the firm.

That if the partnership firm thinks and consider to establish a new concept and/or any other related business; they are allowed to submit a proposal with project to any Nationalized Bank or Private Bank.

POWER TO DRAW REMUNERATION:

That payment of remuneration of partners shall be drawn monthly in addition to individual share of profit of business.

That each of the partner may draw salary a sum of Rs 25,000/- (Rupees Twenty Five Thousand) only per month, such amount as may be agreed upon among the partners from time to time in each year.

Respective share of profit or loss will be distributed after the accounting year.

INTEREST PAYABLE TO THE PARTNERS:

That the partners are entitled to simple interest up to a maximum rate of 12% per annum or as may be permissible under the provision applicable and in force in Income Tax assessment of the Partnership Firm for the relevant accounting year on the First day of each financial year in the account of partnership. Further interest shall be calculated on any addition/deduction on Capital Account on prorate basis and credited/debited to the account of each partner at the close of the accounting year. However in case of loss or lower income rate of interest may be nil or lower than 12% as may be agreed upon by and between the partners from time to time.

BROKERAGE, COMMISSION ETC. PAYABLE TO PARTNERS:

That Net Profit of the firm will be subject to salary, Bonus, Commission, Interest, Brokerage etc. by whatsoever name called here in after referred to as remuneration payable to all working partners shall be determined and applicable according to the relevant formula codified in the Income Tax Act 1961 and as per amendments to be made from year to year.

PARTNERSHIP AT WILL:

That the partnership business will be partnership at will and will be dissolved at any time by mutual consent of all the partners.

ADMISSION OF PARTNERS:

That any new partner may admit in the partnership business as per the mutual consent of the all existing partners.

RETIREMENT OF PARTNERS:

That if any partner desires to retire from the partnership business he may retire at any time from the partnership business on giving clear three months notice in writing ending with the business year to the other partners of the firm for the time being. Upon such retirement, the outgoing partner shall be paid the value of assets of the firm in his share as may be ascertained from the books of the accounts and such valuation shall be conclusive and acceptable by all.

On the retirement of the partner ,the firm shall not be dissolved and the remaining partners may continue the partnership on arrangements mutually agreed upon. The retiring partner shall have no claim to the goodwill of the firm including the assets of the firm.

DEATH OF PARTNER:

That if one of the partner die during the continuance of the partnership business then the surviving partners shall be entitled to carry on the business entirely at their own risk and the heirs of the deceased partner will get on an adjustment of accounts, the profit of the business and will be liable for the loss, if any, in the share of the deceased partner up to the time of his death. Such dues will be paid to the heirs of the deceased partner within a period of one year from the date of such death, if necessary by installments. The heirs or legal representative of the deceased partner can join the business as a partner & entitled to interfere in the management of the affairs of the partnership, but shall be entitled with the previous permission of the other partners to inspect the books of accounts and vouchers etc. for the purpose of ascertaining the dues of the deceased partner. The heirs or legal representatives of the deceased partner shall not be liable for any loss incurred between the period of after the demise of the deceased partner and joining the partner in the firm. Provided always that the adult male/female legal heirs or representatives of the deceased partner may be admitted to partnership with the consent of the surviving partner with a specific share of profit and losses as may be determined by the consent of the surviving partners.

DISSOLUTION OF THE FIRM:

That the firm shall upon dissolution be wound up and the assets and liabilities dealt with in accordance with the provisions of the Indian Partnership Act, 1932.

GENERAL ADMINISTRATION AND CONDUCT OF THE BUSINESS:

Each partner shall :

a) Be faithful to the others or other in all transactions relating to the partnership.

b) At all times gives to the others or other a just and faithful account of the same and also upon every reasonable request furnish a full and correct explanation thereof to the other or others.

c) Devote such time and attention to business of the partnership as may be necessarily required.

d) Be just and faithful to other or others and at all times give to the other or others full information and truthful explanation of all matters relating to the affairs of the business and afford every assistance in his / her or their power in carrying on their business for the mutual advantage.

e) Punctually pay his / her separate debts and indemnify the other or others and the assets of the firm and all expenses on account thereof.

f) Forthwith pay all moneys, cheques and negotiable instruments received by him / her on behalf of the firm into the bank or banks to the firm's account.

GENERAL ADMINISTRATION & CONDUCT OF BUSINESS OF FIRM:

No partner shall without the consent in writing of the other partner :

a) Engage or expect for gross misconduct dismiss any employees, agent or servant of the partnership or take any apprentice.
b) Employ any of the money, goods or effect of the partnership or pledge that credit thereof expect in the ordinary course of business and upon the account or for the benefits of the partnership.
c) Lend any money or give credit on behalf of the partnership to or have dealings with any person, firm or partners shall previously in writing have forbidden him / her to trust or deal with any loss incurred through any breach of this provision, shall be made good to the partnership by the partner incurring the same.
d) Enter into any bond or became bail surety or security with any or for any person or door knowingly cause of suffer to done, anything whereby the partnership property or any part thereof may be seized, attached, endangered or taken in execution.
e) Assign, mortgage or charge his / her share in the partnership or any part of such share or make any other person, a partner with him / her therein.

f) Release any debt due to the firm or except in ordinary course of business, draw accepts or endorse any bill of exchange or promissory note on account of the partnership firm.

ARBITRATION:

All disputes and questions whatsoever which shall during the partnership or afterwards rise among the partners or their representative, legal representative or among any partner or partners and the legal representatives of any other partner touching these presents or the construction or application thereof or any clause or thing herein contained or division of assets, debts and liabilities or as any act, deemed or omission of any partner or as to any other matter in any way relating to the partnership or the affairs thereof or the rights, duties and liabilities of any person under these presents, shall be referred to a single arbitrator in case parties agree upon otherwise to two arbitrators, one to be appointed by each partner to the difference in accordance with the subject to the provisions of the Arbitrations Act 1940, or any statutory modifications for time being in force.

PROVISIONS OF THE INDIAN PARTNERSHIP ACT 1932:

In all matters not specifically provided herein the relation of the partners and the firm or its business shall be guided and controlled by the provisions of the Indian Partnership Act.1932.

Provided that the terms and conditions of this partnership may be expunged ended, altered, waived or varied by mutual consent in writing of all continuing parties of these presents.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED, SEALED AND DELIVERED BY THE PARTNERS:

SIDDHI VINAYAK CONSTRUCTION

1. Amit Kumar Das.

Partner

SIDDHI VINAYAK CONSTRUCTION

2. Sumit Pansari

Partner

SIDDHI VINAYAK CONSTRUCTION

3. Ashutosh Sahu

Partner

In Presence of:

1. AMIT PANSARI
S/O LAKHI PD. PANSARI
of B-13/2, KALYANI,
741235

2. Ananya Ghosh
B-16/269
Kalyani - Nadia
Pin- 741235.

Prepared and Drafted by

Sourav Ghosh

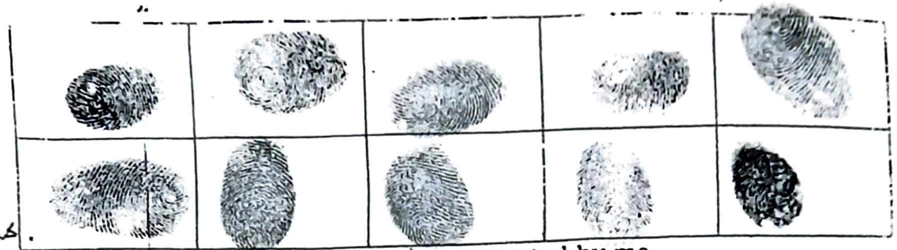
(Sourav Ghosh)

Advocate, Kalyani Court, Nadia

Enrolment No.-F-1033/2006

FINGER IMPRESSION AND PHOTOGRAPH

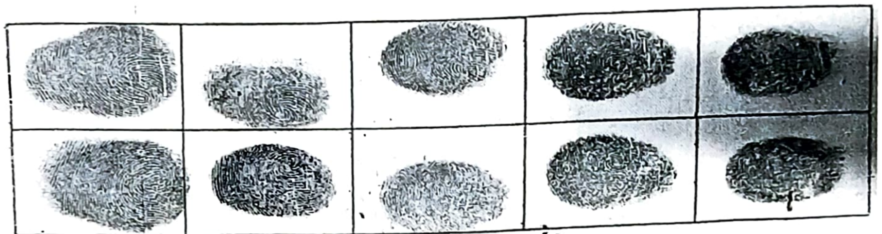
Amit Kumar Das.



Above given finger impression of me attested by me

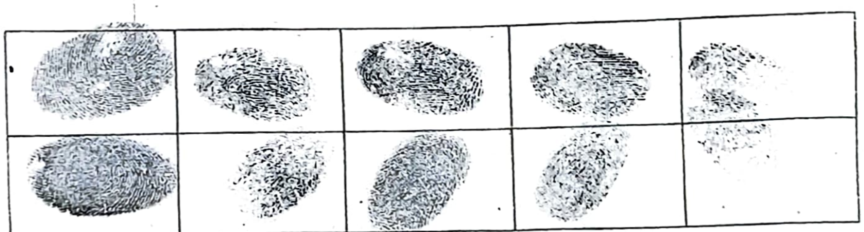
Amit Kumar Das.

Sumit Parsai



Above given finger impression of me attested by me

Sumit Parsai



Above given finger impression of me attested by me

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Above given finger impression of me attested by me

Major Information of the Deed

Deed No :	IV-1303-00021/2022	Date of Registration	20/01/2022
Query No / Year	1303-3000169050/2022	Office where deed is registered	
Query Date	18/01/2022 10:53:11 AM	1303-3000169050/2022	
Applicant Name, Address & Other Details	Sourav Ghosh Kalyani Court,Thana : Kalyani, District : Nadia, WEST BENGAL, PIN - 741235, Mobile No. : 9831660160, Status :Advocate		
Transaction		Additional Transaction	
[4201] Partnersip, Partnership			
Set Forth value		Market Value	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 200/- (Article:46A)		Rs. 7/- (Article:E)	
Remarks			

Partner Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	**Name**	**Photo**	**Finger Print**	**Signature**
	Mr AMIT KUMAR DAS (Presentant) Son of Mr AJIT KUMAR DAS Executed by: Self, Date of Execution: 20/01/2022 , Admitted by: Self, Date of Admission: 20/01/2022 ,Place : Office	 20/01/2022	 LTI 20/01/2022	Amit Kumar das 20/01/2022
	B-2/216 KALYANI, City:- Not Specified, P.O:- KALYANI, P.S:-Kalyani, District:-Nadia, West Bengal, India, PIN:- 741235 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AIxxxxxx1F,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 20/01/2022 , Admitted by: Self, Date of Admission: 20/01/2022 ,Place : Office			
2	**Name**	**Photo**	**Finger Print**	**Signature**
	Mr SUMIT PANSARI Son of Mr LAKHI PRASAD PANSARI Executed by: Self, Date of Execution: 20/01/2022 , Admitted by: Self, Date of Admission: 20/01/2022 ,Place : Office	 20/01/2022	 LTI 20/01/2022	Sumit Pansari 20/01/2022

B-13/2 KALYANI, City:- Not Specified, P.O:- KALYANI, P.S:-Kalyani, District:-Nadia, West Be[illegible] India, PIN:- 741235 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN [illegible] AExxxxxx0A,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 20/01/2022
, Admitted by: Self, Date of Admission: 20/01/2022 ,Place : Office

3	Name	Photo	Finger Print	Signature
	Mr ASHUTOSH SARKAR Son of Mr ASHISH KUMAR SARKAR Executed by: Self, Date of Execution: 20/01/2022 , Admitted by: Self, Date of Admission: 20/01/2022 ,Place : Office	 20/01/2022	 LTI 20/01/2022	20/01/2022
	B-1/76 KALYANI, City:- Not Specified, P.O:- KALYANI, P.S:-Kalyani, District:-Nadia, West Bengal, India, PIN:- 741235 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: CBxxxxxx4E,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 20/01/2022 , Admitted by: Self, Date of Admission: 20/01/2022 ,Place : Office			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr AMIT PANSARI Son of Mr LAKHI PRASAD PANSARI B-13/2 KALYANI, City:- Not Specified, P.O:- KALYANI, P.S:-Kalyani, District:- Nadia, West Bengal, India, PIN:- 741235			
	20/01/2022	20/01/2022	20/01/2022
Identifier Of Mr AMIT KUMAR DAS, Mr SUMIT PANSARI, Mr ASHUTOSH SARKAR			

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Endorsement For Deed Number : IV - 130300021 / 2022

On 20-01-2022

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 11:21 hrs on 20-01-2022, at the Office of the A.D.S.R. KALYANI by Mr AMIT KUMAR DAS , one of the Executants.

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

Execution is admitted on 20/01/2022 by 1. Mr AMIT KUMAR DAS, Son of Mr AJIT KUMAR DAS, B-2/216 KALYANI, P.O: KALYANI, Thana: Kalyani, , Nadia, WEST BENGAL, India, PIN - 741235, by caste Hindu, by Profession Business, 2. Mr SUMIT PANSARI, Son of Mr LAKHI PRASAD PANSARI, B-13/2 KALYANI, P.O: KALYANI, Thana: Kalyani, , Nadia, WEST BENGAL, India, PIN - 741235, by caste Hindu, by Profession Business, 3. Mr ASHUTOSH SARKAR, Son of Mr ASHISH KUMAR SARKAR, B-1/76 KALYANI, P.O: KALYANI, Thana: Kalyani, , Nadia, WEST BENGAL, India, PIN - 741235, by caste Hindu, by Profession Business

Indetified by Mr AMIT PANSARI, , , Son of Mr LAKHI PRASAD PANSARI, B-13/2 KALYANI, P.O: KALYANI, Thana: Kalyani, , Nadia, WEST BENGAL, India, PIN - 741235, 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 200/-
Description of Stamp
1. Stamp: Type: Impressed, Serial no 592, Amount: Rs.100/-, Date of Purchase: 19/01/2022, Vendor name: S K Sen
2. Stamp: Type: Impressed, Serial no 593, Amount: Rs.100/-, Date of Purchase: 19/01/2022, Vendor name: S K Sen

Khokon Kumar Bachhar

Khokon Kumar Bachhar
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. KALYANI
Nadia, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered In Book - IV

Volume number 1303-2022, Page from 574 to 600

being No 130300021 for the year 2022.

Seal of the Additional District Sub Registrar, Kalyani, District Nadia

অতিরিক্ত জেলা সাব রেজিস্ট্রার, কল্যাণী, জেলা নদীয়া এর মোহর

Digitally signed by KHOKAN KUMAR BACHHAR
Date: 2022.01.20 12:17:20 +05:30
Reason: Digital Signing of Deed.

Khokon Kumar Bachhar.

(Khokon Kumar Bachhar) 2022/01/20 12:17:20 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. KALYANI
West Bengal.

(This document is digitally signed.)