

Manabendra Pal

SL No.

72

DTE

27 SEP 2023

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE
HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম बंगाल WEST BENGAL

BEFORE THE NOTARY
Raiganj Dist Uttar Dinajpur

AK 761543



Druba Joshi
Pratibha Ghoshal
Silpi Ban
Nayan Das
Deepa Khatun

DEED OF PARTNERSHIP

THIS DEED IS MADE ON 27TH DAY OF SEPTEMBER, 2023

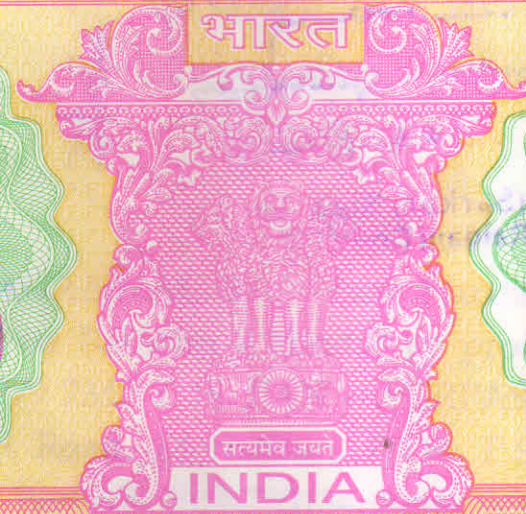
AUTHENTICATED

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ATTENDED

Marabendra Pal
NOTARY (Govt. of India)
Registration No.-4978/07
Raiganj Dist.-11/Dinajpur
(West Bengal)

भारतीय गैर न्यायिक

पचास
रुपये
रु. 50FIFTY
RUPEES
Rs. 50

INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AD 287842



Dhruba Joshi

Keshab Joshi

Silpi Dan

Nayan An.

Deepa Joshi

: 2 :-

AMONGST

1. SRI DHRUBA JOSHI, S/o -Keshab Joshi, aged about 39 years, by Religion - Hindu, by profession - Business, having Aadhaar No. 4403 6604 2684, PAN- AFSPJ9961L, Nationality- Indian, residing at N.S Road, Mohanbati, P.O & P.S- Raiganj, DIST - Uttar Dinajpur (West Bengal), PIN-733134, hereinafter called the 1st party or the FIRST PARTNER.

Contd.....P/3

Druba Joshi

Pratap Agarwal

:- 3 :-

Silpi Das

Nayan Das

Deepak Kankaria

AND

2. **SRI PRATAP AGARWAL**, S/o - Late Naresh Chandra Agarwal, aged about 59 years, by Religion - Hindu, by profession - Business having Aadhaar No. 2779 7342 8116, PAN - AGRPA9052F, Nationality- Indian, residing at N.S Road, Mohanbati, P.O & P.S- Raiganj, DIST - Uttar Dinajpur (West Bengal), PIN-733134, hereinafter called the 2nd party or the SECOND PARTNER.

AND

3. **SMT. SILPI DAS**, W/o - Nayan Das, aged about 45 years, by Religion - Hindu, by profession - Business having Aadhaar No. 9119 5225 8445, PAN - AEHPD3479B, Nationality- Indian, residing at Sudarshanpur, P.O & P.S- Raiganj, DIST - Uttar Dinajpur (West Bengal), PIN-733134, hereinafter called the 3rd party or the THIRD PARTNER.

AND

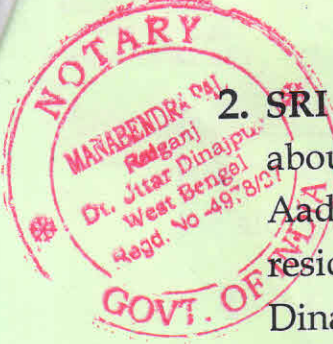
4. **SRI NAYAN DAS**, S/o - Narayan Chandra Das, aged about 49 years, by Religion - Hindu, by profession - Business having Aadhaar No. 5725 9307 7222, PAN - AGTPD6728R, Nationality- Indian, residing at Sudarshanpur, P.O & P.S- Raiganj, DIST - Uttar Dinajpur (West Bengal), PIN-733134, hereinafter called the 04th party or the FOURTH PARTNER.

AND

5. **SRI DEEPAK KANKARIA**, S/o - Late Dharam Chand Kankaria, aged about 47 years, by Religion - Hindu, by profession - Business having Aadhaar No. 5363 8321 3821, PAN - AFYPK3677A, Nationality- Indian, residing at 123 N.S Road, P.O & P.S- Raiganj, DIST - Uttar Dinajpur (West Bengal), PIN-733134, hereinafter called the 05th party or the FIFTH PARTNER.

(Each of them hereinafter called Partner)

WHEREAS, each of the aforesaid parties have their willingness to start a partnership business under the name and style of "VINAYAK BUILDERS" having its principal office at N.S Road, P.O & P.S- Raiganj, DIST - Uttar Dinajpur (West Bengal), PIN-733134, to carry on the business of "Real Estate".



Sl No. 72 Date 27 SEP 2023

Dhruba Jeehi

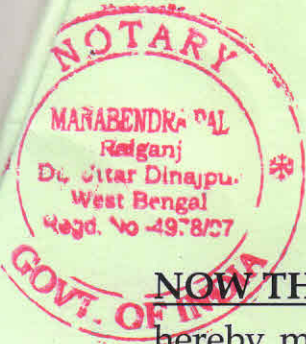
Pratibha Jeehi

Silpi Das

Nayan Das

Deepa Das

-: 4 :-



NOW THIS/HER INDENTURE WITNESSETH That the Partnership hereto do hereby mutually agree and convenient to become and continue as partners of the aforesaid firm under the terms and conditions set forth hereunder:-

1. **COMMENCEMENT:** The Partnership commenced on and from the 27th Day of September, 2023 and shall continue to carry on until otherwise determined by the partner mutually.
2. **NAME AND STYLE:** The Name and Style of the Partnership business shall be "VINAYAK BUILDERS" and / or such other name or names as the partners may mutually agree and decide from time to time.
3. **PLACE OF BUSINESS:** The business shall be carried on from the principal office at N.S Road, P.O & P.S- Raiganj, DIST - Uttar Dinajpur (West Bengal), PIN-733134, or at such other place or places as the partners may mutually agree and decide from time to time.
4. **BUSINESS:** The business of the partnership shall be business of "Real Estate" and of such other item or items as may be mutually agreed upon by the partners from time to time.
5. **CAPITAL:** That the capital of partnership shall be contributed by the partners in manners appearing in the books of accounts of the firm standing on the credit of each partner. It has been mutually agreed that the capital to be so invested in the business shall be in equal proportions. And all the partners shall be entitled to get interest on the capital at the rate mutually agreed by the partners and as provided by Law as per the quantum of capital so contributed. The rate of interest will vary from year to year and the amount of interest shall be treated as business expenditure.

Dhruba Joshi

Pratap Agarwal

-: 5 :-

Silpi Das

Nayan Das

Deepa Kankaria

6. **SHARE:** The profit and loss of the business from revenue proceeds shall be divided and borne by all the partners in the following proportion: -

Name of the Partner	Share of Profit & Loss
Sri Dhruba Joshi	33.32%
Sri Pratap Agarwal	16.67%
Sri Deepak Kankaria	16.67%
Sri Nayan Das	16.67%
Smt. Silpi Das	16.67%

7. **ACCOUNTING PERIOD:** The accounting period of the partnership shall be from the 1st day of April to the 31st day of March of the subsequent Year which may subsequently be changed by mutual consent of each the partner.
8. **MAINTAINENCE OF BOOKS OF ACCOUNTS:** Proper books of accounts shall be maintained and kept of the partnership business and of all dealings and transactions thereof and entries therein shall be made of all receipts, payments and other matters as are usually done and entered in the books of accounts kept by the person engaged in the business of similar nature. All partners shall be entitled to examine the aforesaid books of accounts and take necessary extracts there from.
9. **BANK ACCOUNT:** That the bankers of the firm shall be any Nationalized Bank, any other financial institution or and such other bankers as may be mutually agreed upon between the partners. The partners have got authority to take loan from the bank or any other financial institution but the partnership deed shall remain valid or its partner will deem to remain partner of the firm till the satisfaction of loan in case the partner or the firms take(s) loan from the bank or any financial institution.



SL No. 79 Date 27 SEP 2023

Dhruba Joshi

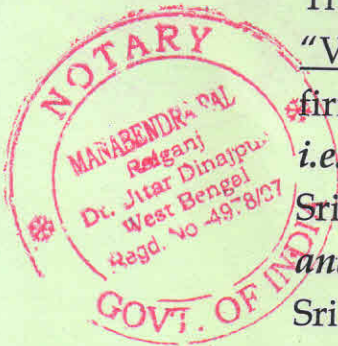
Pratap Agarwal

-: 6 :-

Silpi Das

Nayan Das

Deepak Kankaria



The bank account(s) may be opened in the name and style of "VINAYAK BUILDERS" and shall be operated by and on behalf of the firm under the signatures of *any three of the partners Jointly out of five i.e. any three out of following five partners:-*

Sri Dhruba Joshi
and
Sri Pratap Agarwal
and
Sri Deepak Kankaria
and
Sri Nayan Das
and
Smt. Silpi Das

10. **LOAN:** Interest on loan shall be allowed to the partners for the amount given by the partners and will be mutually decided upon by the partners from time to time. However, if all the partners agree to take loan and other credit facilities from any bank in India and any other financial institution then all the partners are liable for repayment of the loan with interest.
11. **WARRANTIES:** All partners shall: A. work for greatest common goal of partnership and shall not act in a manner harmful or detrimental to the best interest of the concern. B. be just and faithful to the others. C. affords every possible assistance and exercise reasonable diligence in the carrying of the business or their mutual advantage.
12. **CONDITION:** None of the partners shall without written account/consent of the others: A. mortgage or charge or pledge his/her shares in the said partnership business. B. employs any of the goods or effects belonging to the said partnership business thereof in any manner or thing except for the purpose of the said partnership business without mutually agreeing upon. C. Pledge, pawn, assign or otherwise

SL No.

72

DATE

27 SEP 2023

: 7 :-

Dhruva Joshi

Khatol Aggarwal

Silpi Das

Nayem Sy.

Deepa K.



13. **DEATH:** The death or retirement of any partner shall not have the effect of dissolving the partnership. In the case of death of a partner his/her heir or heirs may join the partnership and carry on the aforesaid business. In case heir or legal representative of a deceased partner is willing to come in as partner, the desisted partner will be considered to have repaired from the date of his/her death and provision of the clause no.18 regarding retirement shall govern.
14. **DRAWINGS:** All partners may withdraw reasonable amount for his/her personal expenses as per mutual settlement between the partners. Withdrawal made by the partners shall be debited to the drawers' personal account.
15. **OFFICIAL FUNCTION:** That the official function may be done by the any one of the partners. That the partners shall have **Equal Rights** in the control and management of the partnership business.
16. **DURATION OF THE PARTNERSHIP FIRM:** That the partnership shall be AT WILL and will continue so long as the partners may desire. In case any partner should desire to retire from the said partnership he shall give at least three (3) calendar months' notice in writing to his/her effect to the other partner. In case of death of one, other partners will be entitled to continue and carry on the business of the said firm and the heirs or legal representatives of the deceased partners may become partner of the same terms and condition as were applicable to the deceased partners unless otherwise agreed.
17. **DISSOLUTION:** The partnership shall be dissolved only with the mutual consent of the partners. On dissolution any one can take right to use the goodwill of the firm by their mutual understanding & agreement.

Dhruva Joshi

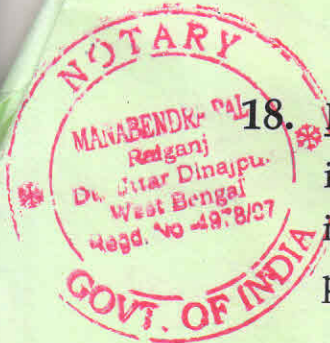
-: 8 :-

Shakti Agrawal

Silpi Das

Nayem Ali

Deepak K.



18. **RETIREMENT:** Any partner desiring to retire from the firm shall have immediate effect through their mutual understanding & proper prior intimation to other partners & after handing over his/her work to the partners who wish to continue as partners & run the business.

19. **ALTERATION OF TERMS:** Any of the terms and conditions herein before contained not effecting the validity or essence of his/her partnership maybe altered or modified by the parties by mutual consent which may be either expressed in writing or inferable from conduct.

20. **INTEREST ON CAPITAL & REMUNERATION:** That 12% (Twelve percent) simple interest shall be payable to the partners on the amount standing to the credit of the accounts of the partners in the books of the firm. Each of the partners agree to be actively engaged in conducting the affairs of the business of the firm as envisaged in explanation to section 40(b) of the Income Tax Act, 1961, and so, shall be entitled to remuneration from the firm for his/her purpose. The maximum amount allowable as a deduction for remuneration shall first determine by the partner as per provision of section 40(b) viz. as under:
 - A. On the first Rs. 3, 00,000/- of the book profit or in case of a loss, Rs. 1, 50,000/- or at the rate of 90% of the book profit, whichever is higher.

 - B. On the balance of book profit @ 60% of the book profit.

21. **LIABILITY OF PARTNER:** Each partner is liable for all existing & future liabilities of the Firm.

22. **SALARY & COMMISSION:** In case any partner is devoting time to the said partnership & is at the helm of affairs looking after the official, financial & managerial functions on day-to-day basis then they said partner shall be remunerated based upon the time devoted after mutually agreeing between the partners.

23. INDIAN PARTNERSHIP ACT, 1932: The Indian Partnership Act, 1932 is the law governing partnerships in India.

In witnesses where of the parties hereto have signed his/her partnership deed in presence of witness on the above written date.

Witness :

1. Raju Ghosh

2. Ashutosh Choudhan

Signature of the Partner:

1. Dhruva Joshi

Sri Dhruva Joshi

2. Pratap Agarwal

Sri Pratap Agarwal

3. Silpi Das

Smt. Silpi Das

4. Nayan Das

Sri Nayan Das

5. Deepak Kankaria

Sri Deepak Kankaria

ATTESTED

MANABENDRA PAL
NOTARY (Govt. of India)
Registration No.-4978/0
Raiganj Dist.-U/Dinaipur
(West Bengal)

Identified by me.

Advocate
District Judge Court
U/Dinaipur
Advocate/Raiganj