

Uttam Kumar Mukhopadhyay



পশ্চিমবুঙ্গ पश्चिम बंगाल WEST BENGAL

AD 703098



DEED OF PARTNERSHIP

This **DEED OF PARTNERSHIP** is made on this 26th day of August, 2020 by and between:

Mr.SUBRATA DAS S/O NARAYAN DAS, residing at Satimata Road, P.O:Kalyani Dist:Nadia, West Bengal, Pin-741235 hereinafter referred to as Party of the FIRST PART (which expression shall deem and include his heirs, executors, administrators, representatives, assigns and agents), AND

U. K. Mukhopadhyay
NOTARY
Kalyani, Sl. No:- 86/2002



Mr. SUJIT DAS, S/O of NETAI DAS, residing at Muratipur, PO:Kalyani, Dist. Nadia, West Bengal, Pin-741235 hereinafter referred to as Party of the SECOND PART (which expression shall deem and include his heirs, executors, administrators, representatives, assigns and agents),

AND

Mr. BALARAM HALDER, S/O of Jatin Halder, residing at Dakshin Chandamari, P.O:Chandmari, Dist. Nadia, West Bengal, Pin-741245 hereinafter referred to as Party of the THIRD PART (which expression shall deem and include his heirs, executors, administrators, representatives, assigns and agents),

AND

Mr. SAMIR BISWAS, S/O of Subhash Biswas, residing at Dakshin Chandamari, P.O: Chandmari, Dist. Nadia, West Bengal, Pin-741245 hereinafter referred to as Party of the FOURTH PART (which expression shall deem and include his heirs, executors, administrators, representatives, assigns and agents),





NOW THIS INDENTURE WITHNESSETH

- 1. THAT the name of partnership firm shall be "S.B. CONSTRUCTION" The name of the partnership firm may be changed hereafter as may be derived and agreed upon mutually between the partners.
- 2. THAT the registered office of the firm shall be at ITI College More,SHOP NO 15, P.O.& P.S. KALYANI, Dist- NADIA, Pin 741235 (West Bengal). The office of the firm may be changed or new branch of the firm may be opened hereafter as may be derived and agreed upon mutually between the partners.
- **3. THAT** the business of the partnership shall be developing, construction of apartments and electrical & mechanical job, which will be included general order supply and related contractual work.
- **4. THAT** all the partners will be contributed Rs.1, 00,000 each as capital of the firm.
- 5. THAT the capital required for the business of Partnership shall be contributed time to time by the PARTIES in such manner in all respect as may be agreed to between them and such capital may be paid interest as may be mutually agreed from time to time at the rate of rates not exceeding 12% (Twelve Percent) per annum and/or the rate as prescribed in the Income Tax Act, 1961.
- 6. THAT after charging of salary and interest on capital of the Partners to the profit and loss account of the partnership firm profits and/or losses so determined shall be shared and/or borne by the partners in capital contribution ratio.





- 7. THAT salary may be paid to the partners in the manner as mentioned above either by monthly/quarter/ annually and/or lump sum payment or may be adjusted against individual drawings of the partners at the end of each financial year.
- 8. THAT all the PARTIES referred above shall be Working Partners and shall attend diligently to the business of the Partnership and carry on the same for the greatest advantage of the Firm.
- 9. THAT all the WORKING PARTNERS may be paid Salary or Remuneration, for the work of the FIRM as may be agreed mutually from time to time between the PARTIES in accordance with the provisions of the Income Tax Laws as well as business necessities and other factors.
- 10. THAT all business expenses shall be borne by the FIRM. All expenses and losses that have been or may be incurred in carrying on the partnership business shall be paid out of the earnings and if the same be insufficient shall be paid up by the partners in the shares in which they are respectively entitled to the profits of the said business.
- **11. THAT** the Profits or Losses, as the case may be, of the Partnership business shall be divided among the Partners as per their Capital Contribution ratio which is 25%





- 12. THAT the duration of the PARTNERSHIP shall be at WILL subject to Clause '12'.
- **13. THAT** the profit & Loss of the Firm shall be divided and borne by the parties on the following shares:-

NAME OF PARTNER'S	SHARE OF PROFIT & LOSS
1. SUBRATA DAS	25%
2. SUJIT DAS	25%
3. BALARAM HALDER	25%
4. SAMIR BISWAS	25%

- 14. THAT any Partner may retire from Partnership after giving a notice to the other Partner (s) of not less than one month in writing and at the expiry of such notice period he shall be deemed to have retired.
- 15. Upon mutual understanding, each Partner or his duly authorized agent shall have free access to the account books of the Partnership and shall be entitled to take copies or extracts from any or all such books and records of the Partnership Business.
- 16. THAT no Partner shall have the right to sell mortgage or transfer his share of interest in the FIRM to anyone else except to his heir or heirs or any one of the existing Partners or to their heir (s). In the event of heir (s) selling his/her share to anyone else, the existing Partners shall have a right or pre-emotion in respect of such share (s) sold.



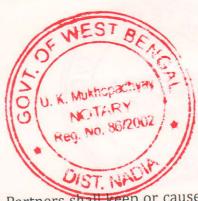


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- 17. THAT the Partners shall keep or cause to be kept the books of account of the FIRM at the principal places of its business and make all entries therein, and that all such books of account kept shall be closed on 31st March every year or in the case of any necessity on any other date as the Partners may mutually decide.
- 18. THAT it has been agreed by the partners that the partners may change any clause of the partnership deed and/or add such clause or clauses as may be determined from time to time under an appropriate resolution agreed to by all the partners.
- 19. THAT the retirement or death of partner shall not cause dissolution of the firm but continue to the firm of the surviving partners. However, in the case of death of any partner, the surviving partners may admit a competent legal heir to the partnership with such share as may be agreed upon between the surviving partners and the incoming partner at the relevant point of time.
- 20. THAT the firm shall open a current account in the name of S.B. CONSTRUCTION at any bank and such account shall be operated by All partners.
- 21. THAT the First Partner, SUJIT DAS of the firm shall be Managing Partner and he will look after all the day to day transaction of the firm and any legal activities in the name of the firm and the remaining partners shall co-operate to do so.





- **22. THAT** the partners shall not take any loan from any person/Financing Company, bank or any other Govt./Pvt. Department in any case, without the written consent of each other.
- 23. THAT all disputes which shall arise between the partners or their respective personal representatives and whether during or after the determination of the partnership or whether in relation to the interpretation of these presents or to any other matter whatsoever touching the partnership affairs, shall be referred to arbitrators, one to be nominated by each party and if the arbitrators so appointed differ, they will refer the matter to an arbitrator to be chosen by the Arbitrators before entering into the reference to Arbitration and every such reference shall be deemed as an Arbitration under the Indian Arbitration Act, 1940 and the provisions of the said Act or any statutory modifications thereof for the time being in force shall apply.
- **24. THAT** the partners may by mutual consent change, vary, enhance/reduce salary and other payments such as commission, perquisites, bonus etc. whatever name or manner the same are called by executing a deed of partnership or a deed supplementary to the original deed of partnership.





WITNESSES:

1. AML

SUBHASHIS GHATAK B-15/44,KALYANI, Dist:Nadia

Prasengil Das PRASENJIT DAS
GAYESPUR

NADIA

5630 hBr

Mr. SUBRATA DAS (Party of FIRST PART)

Mr. SUJIT DAS

(Party of SECOND PART)

Mr. BALARAM HALDER

Bolmon Halden

(Party of THIRD PART)

Samin Biswas.

Mr. SAMIR BISWAS

(Party of FOURTH PART)

76 AUG 2020

SIGNATURE ATTESTED
ON IDENTIFICATION
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NOTARY

Govt. of West Bengal, Kalyani Court, Nadia

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PAPER WRITING "A"

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THE RELATIVE NOTARIAL CERTIFICATE

KALYANI BAR ASSOCIATION

NOTARY

SI No.....

Mukhopadhyay NOTARY i, Sl. No:- 86/2002

Uttam Kumar Mukhopadhyay,

NOTARY

Govt. of West Bengal Regd. No. 86/2002 KALYANI COURT, NADIA PIN – 741235

2 6 AUG 2020

Home Address:

Vill - Ranjanpally (Battala) P.O. & P.S. Chakdaha Dist. - Nadia

Resi. Phone No.9093147880 Kalyani Bar Association Phone No. 2582-5487

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