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IV-139/2023



अन्तिम वक्ता पश्चिम बंगाल WEST BENGAL

AP 228737

984522/23
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19/4/23

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made on this the 5th day of April Two Thousand Twenty Three (2023) A.D. BETWEEN SRI SANKAR DAS, (PAN-ENUPD4548F, AADHAAR No. 471459399874, Mob: 6291326662), son of Late Ramesh Das, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at Laskarpur Peyarabagan, P.O. Laskarpur, P.S. Sonarpur now Narendrapur, Kolkata- 700 153, District: South 24-Parganas, hereinafter called and referred to as the "FIRST PARTY" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the FIRST PART.

19 APR 2023

17 APR 2023

S.L. No. 826 Date.....
Name..... Jankar Du.
Address..... Lankapur Peyara bagan
Value..... 100/-

Govt. Stamp Vender
DEBPRASAD BISWAS
Sonarpur A.D.S.R.O., Kol.-150

P.O. Lankapur
Kol-153



A

Addl Dist-Sub Registrar
Sonarpur
South 24 Parganas

19 APR 2023

Malay Saha
S/o - Late Debiprasad Saha
Add - Lakegarden
P.O - Lankapur
P.S - Sonarpur
Now Narandrapur
Kol - 700153
Occo - Business,



अन्तिम वज्र पश्चिम बंगाल WEST BENGAL

AH 254312



SRI PRABIR DAS, (PAN- AJMPD3458L, AADHAAR No. 796607506089, Mob: 9831885877), son of Late Paresh Das, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at 3094, Laskarpur Peyara Bagan Purba, P.O. Laskarpur, P.S. Sonarpur now Laskarpur, Kolkata- 700 153, District: South 24-Parganas, hereinafter referred to as the **SECOND PARTY** (which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

WHEREAS the Parties hereto referred to hereinabove have mutually agreed to start a business as Builder, Developer and Building Contractor under the firm name and style of **B.D. CONSTRUCTION**, with effect from 19th day of April, 2023.

AND WHEREAS the parties hereto have deemed it expedient to reduce into writing and are desirous of recording the terms and conditions governing their relations inter se.

NOW IT IS HEREBY AGREED AND BY BETWEEN THE PARTIES HERETO that they have become partners and joined in partnership upon the terms and conditions hereinafter expressed **NOW THIS DEED WITNESSETH**.

- 01) **NAME** : The name and style of the firm of partnership shall be **B.D. CONSTRUCTION**. The partners shall be entitled to carry on business under any other name and/or names as may be agreed upon mutually from time to time.
- 02) **COMMENCEMENT** : The Partnership firm shall be deemed to have commenced business on and from 19th day of April, 2023
- 03) **BUSINESS** : The partnership business shall be in the line of Builder and Developer for construction of Building and or any other business if they desire from time to time.
- 04) **PLACE** : The partnership business shall be carried on at Laskarpur Peyarabagan, P.O. Laskarpur, P.S. Sonarpur now Narendrapur, Kolkata-700 153, District: South 24-Parganas and/or any other place as mutually agreed upon from time to time.
- 05) **DURATION** : The duration of the partnership shall be 'AT WILL' but in case any partner desires to retire from the partnership he shall be at liberty to do so by giving six month's notice in writing to the another partner. On

the death of a partner, the other partner shall be at liberty to decide whether to continue the business or not but in that case it shall always be binding upon the surviving partner to make the full payment to the legal heirs of the deceased partner as shall be due to him upto the date of his death.

- 06) **CAPITAL** : That the initial capital of the Partnership Firm is as follows :-

First Partner Rs. 75,000/-

Second Partner Rs. 25,000/-

That the total capital comes to Rs. 1,00,000/- (Rupees One Lakh) only.

And further capital of the Partnership business will be contributed by all partners proportionately when require.

- 07) **SHARE** : The net Profit and/or loss of the partnership business after the payment of all expenses or other outgoing including the capital profit and/or Loss if any of the partnership firm shall be divided as under :

	Profit	Loss
1. Sri Sankar Das	75%	75%
2. Sri Prabir Das	25%	25%

- 08) **CAPITAL** : The capital of partnership business as and when considered to be necessary and expedient for the purpose of carrying on business of partnership, shall be contributed by the partners.

- 09) **BORROWINGS** : The partners of the firm may borrow from time to time after taking consent from the other partners from persons firms, companies or banks, such money as may be required for the purpose of the business of the firm.

- 10) **BANK ACCOUNT** : That the bankers of the partnership shall be any Bank




Addl. Dist. Sub Registrar
Sonarpur
South 24 Parganas

19 APR 2023

or Banks as; the partners may from time to time agree upon the same shall be operated by both the partners jointly.

- 11) **ACCOUNTING YEAR** : The accounts of the Partnership firm shall be taken annually on 31st of March every year.
- 12) **ACCOUNTS** : The books of accounts of the partnership firm shall be kept in the safe custody of the partners and each party shall have free access over them.
- 13) **FINAL ACCOUNTS** : At the end of the accounting year an account will be taken of all the assets and liabilities and of all the profits and losses of the partnership for the year and the same shall be entered in the books of the accounts which shall be signed by the Partners.
- 14) **STIPULATIONS** : That the amount of remuneration/interest (if any) payable to partners shall not exceed the amount which is allowed deduction under section 36(i), (iii) and 37(i) read with section 40(a) (1) and 40A (2) of the Income Tax Act. The excess amount paid could be deemed to be the drawing of the respective partner.
- 15) **STIPULATIONS** : Each partner shall :
 - (a) Punctually pay his separate debts and indemnify the other partner and the assets of the firm against the same and all expenses of account thereof.
 - (b) Forthwith pay all money, cheques and negotiable instruments received by him or account of the firm into the bank account of the firm.
 - (c) Render proper explanations of all matters relating to the affairs of the partnership and offer every assistance in his powers in carrying on business for mutual advantage of all the partners.

- (d) By just and loyal to the firm and to the partners in all transactions relating to the firm and shall at times give to the firm a just and proper explanation and account of the same without any concealment of or suppression of and correct explanation thereof to the partners.

16) **STIPULATIONS** : No individual partner of the firm shall without the consent in writing of the other partners be entitled to -

- (a) Admit any liability in a suit or proceedings against the firm.
- (b) Compromise or relinquish any claim or portion of a claim by the firm.
- (c) Transfer immovable property belonging to the firm.
- (d) Lend to any outsider any money belonging to the firm.
- (e) Take a lease or acquire immovable property on behalf of the firm.
- (f) Appoint any employee in or dismiss any employee of the firm.
- (g) Operate Bank Account on behalf of the firm in his own name.
- (h) Have dealings or give credit on behalf of the firm to any person or business house whom any other partners had decided not to deal with and trust.
- (i) Withdraw a suit or proceeding filed on behalf of the firm.
- (j) Assign, mortgage or change his share or interest in the firm wholly or in part to any outside.

Any partner committing any breach of any of the foregoing stipulations indemnify the firm and/or other partners from all losses and expenses incurred or to be incurred by the firm and/or other partners in that respect.

- 17) **NOTICE** : Any notice hereby required authorised to be given to any of the partners sufficiently given by leaving the same addressed to him at the firm or by sending the same by registered post to his unusual or last know address.
- 18) **DISSOLUTION** : On dissolution of the partnership in full and general account shall be taken of all money, stock-in-trade, debts and assets that belonging or due to the partnership including capital, such account shall be made up within reasonable time and the amount payable to each partner shall be paid to him.
- 19) **STIPULATIONS** : No partner competing with that of the firm nor shall any partner derive any profit for himself from any transaction of the firm on from the use of the property or business of the firm for the purpose of this clause the property of the firm includes all money brought by the partner hereto as capital in the firm all property and rights and interest in property acquired by purchase or otherwise by or for the firm or for the purpose and in the course of the business of the firm and also the goodwill of the firm.
- 20) **ARBITRATION** : If any disputes shall arise between the partners hereto in respect of the conduct of the business of partnership or enforcement of any of the terms and conditions of the Deed of the respect of any other matter cause or things whatsoever to herein otherwise provided for adjudication to the Arbitration Act, 1940 or any statutory amendment or modification or re-enhancement thereon for the time being in force whose decision shall be binding on the parties and their legal representatives.

21) **ALTERATIONS OR ADDITIONS OF ANY CLAUSE OF THIS PARTNERSHIP DEED** :

Notwithstanding anything stated or provided herein the parties shall have full powers and discretion to modify alter or vary the terms and conditions of the partnership Deed in any manner think fit by mutual consent which shall be reduced to writing shall become appendage and part of this Deed.

22) **GENERAL** : That in all respects other than those provided from herein this Partnership shall be governed by Indian Partnership Act.

IN WITNESS WHEREOF the **PARTIES** hereto have set and subscribed their hands in the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

in presence of

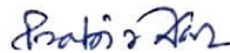
WITNESSES :-

1. Malay Saha
Lake Garden
P.O. - Laskarpur
Kot - 700153.



SIGNATURE OF THE FIRST PARTY

2. Siddhartha
Mandal
V.M. - Ghosiara
P.O. & P.S. - Sonarpur
Kolkata - 700150.



SIGNATURE OF THE SECOND PARTY

Drafted by me :-

Soma Mondal
Adv.

Badrinath Guil Court.
F. No - 147/2001.

Printed by :-

Pradip Baidya
(PRADIP BAIDYA)
Sonarpur.

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

NAME -

SIGNATURE



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

NAME - SANKAR DAS

SIGNATURE Sankar Das



	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

NAME - PRABIR DAS

SIGNATURE Prabir Das

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
Right Hand					

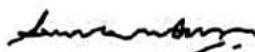
NAME -

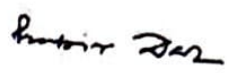
SIGNATURE

Major Information of the Deed

Deed No :	IV-1608-00139/2023	Date of Registration	19/04/2023
Query No / Year	1608-3000984522/2023	Office where deed is registered	
Query Date	18/04/2023 12:37:04 PM	A.D.S.R. SONARPUR, District: South 24-Parganas	
Applicant Name, Address & Other Details	SOMA MONDAL Sonarpur, Thana : Sonarpur, District : South 24-Parganas, WEST BENGAL, Mobile No. : 8910334596, Status : Advocate		
Transaction	Additional Transaction		
[4201] Partnersip, Partnership			
Set Forth value	Market Value		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 150/- (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 Sankar Das (Presentant) Son of Late Ramesh Das Executed by: Self, Date of Execution: 19/04/2023 , Admitted by: Self, Date of Admission: 19/04/2023 ,Place : Office	 19/04/2023	 LTI 19/04/2023	 19/04/2023
Laskarpur Peyara Bagan, City:- , P.O:- Laskarpur, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700153 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: enxxxxxx8f, Aadhaar No: 47xxxxxxx9874, Status :Individual, Executed by: Self, Date of Execution: 19/04/2023 , Admitted by: Self, Date of Admission: 19/04/2023 ,Place : Office				

Name	Photo	Finger Print	Signature
Mr Prabir Das Son of Late Paresh Das Executed by: Self, Date of Execution: 19/04/2023 , Admitted by: Self, Date of Admission: 19/04/2023 ,Place : Office	 19/04/2023	 LTI 19/04/2023	 19/04/2023
3094, Laskarpur Peyara Bagan, City:- , P.O:- Laskarpur, P.S:-Sonarpur, District:-South 24- Parganas, West Bengal, India, PIN:- 700153 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ajxxxxxx8l, Aadhaar No: 79xxxxxxxx6089, Status :Individual, Executed by: Self, Date of Execution: 19/04/2023 , Admitted by: Self, Date of Admission: 19/04/2023 ,Place : Office			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Malay Saha Son of Late Debi Prasad Saha Laskarpur, City:- , P.O:- Laskarpur, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700153	 19/04/2023	 19/04/2023	 19/04/2023
Identifier Of Mr Sankar Das, Mr Prabir Das			

20/04/2023 Query No:-16083000984522 / 2023 Deed No :IV - 160800139 / 2023, Document is digitally signed.

any partner desires to retire from the partnership he shall
do so by giving six month's notice

Endorsement For Deed Number : IV - 160800139 / 2023

On 19-04-2023

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 13:48 hrs on 19-04-2023, at the Office of the A.D.S.R. SONARPUR by Mr Sankar Das , one of the Executants.

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

Execution is admitted on 19/04/2023 by 1. Mr Sankar Das, Son of Late Ramesh Das, Laskarpur Peyara Bagan, P.O: Laskarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700153, by caste Hindu, by Profession Business, 2. Mr Prabir Das, Son of Late Paresh Das, 3094, Laskarpur Peyara Bagan, P.O: Laskarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700153, by caste Hindu, by Profession Business

Indetified by Mr Malay Saha, , Son of Late Debi Prasad Saha, Laskarpur, P.O: Laskarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700153, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7.00/- (E = Rs 7.00/-) and Registration Fees paid by Cash Rs 7.00/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 150/- and Stamp Duty paid by Stamp Rs 150.00/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 826, Amount: Rs.100.00/-, Date of Purchase: 17/04/2023, Vendor name: Debprasad Biswas
2. Stamp: Type: Impressed, Serial no 827, Amount: Rs.50.00/-, Date of Purchase: 17/04/2023, Vendor name: Debprasad Biswas



Arindam Chakraborty
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SONARPUR
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV

Volume number 1608-2023, Page from 1569 to 1583

being No 160800139 for the year 2023.



Digitally signed by ARINDAM
CHAKRABORTY

Date: 2023.04.20 13:49:13 +05:30

Reason: Digital Signing of Deed.

AR

(Arindam Chakraborty) 2023/04/20 01:49:13 PM

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. SONARPUR

West Bengal.

(This document is digitally signed.)