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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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THIS INDENTURE made this 14th day of June, 2017 BETWEEN SRI SAMAR DAS, son of late Phanindra Nath Das by Caste Hindu, by occupation Business, residing at UPL 111701, 2052 Chak Garia, Kolkata – 700 094, hereinafter referred to as party hereto of the FIRST PART (which expression shall unless excluded by or repugnant or contrary to the context hereof be deemed to mean and include his heirs, executors, administrators, representatives and assigns) and SMT PRIYANKA SAHA (DAS) daughter of Sarat Chandra Saha by caste Hindu, by occupation Business, of UPL 111701, 2052 Chak Garia, Kolkata – 700 094, hereinafter referred to as party hereto of the SECOND PART (which expression shall unless excluded by or repugnant or contrary to the context hereof be deemed to mean and include her heirs, executors, administrators, representatives and assigns)

WHEREAS the above mentioned parties hereto of the First and Second parts were desirous to do business in co-partnership inter-se a business inter-alia dealing in Real Estate and Property development etc , mutually agreed that the said parties shall become partners.

AND WHEREAS Parties hereto abovementioned are desirous to put the terms and conditions of the partnership into writing in order to avoid future dispute and misunderstanding among themselves and/or their heirs and/or their successors.

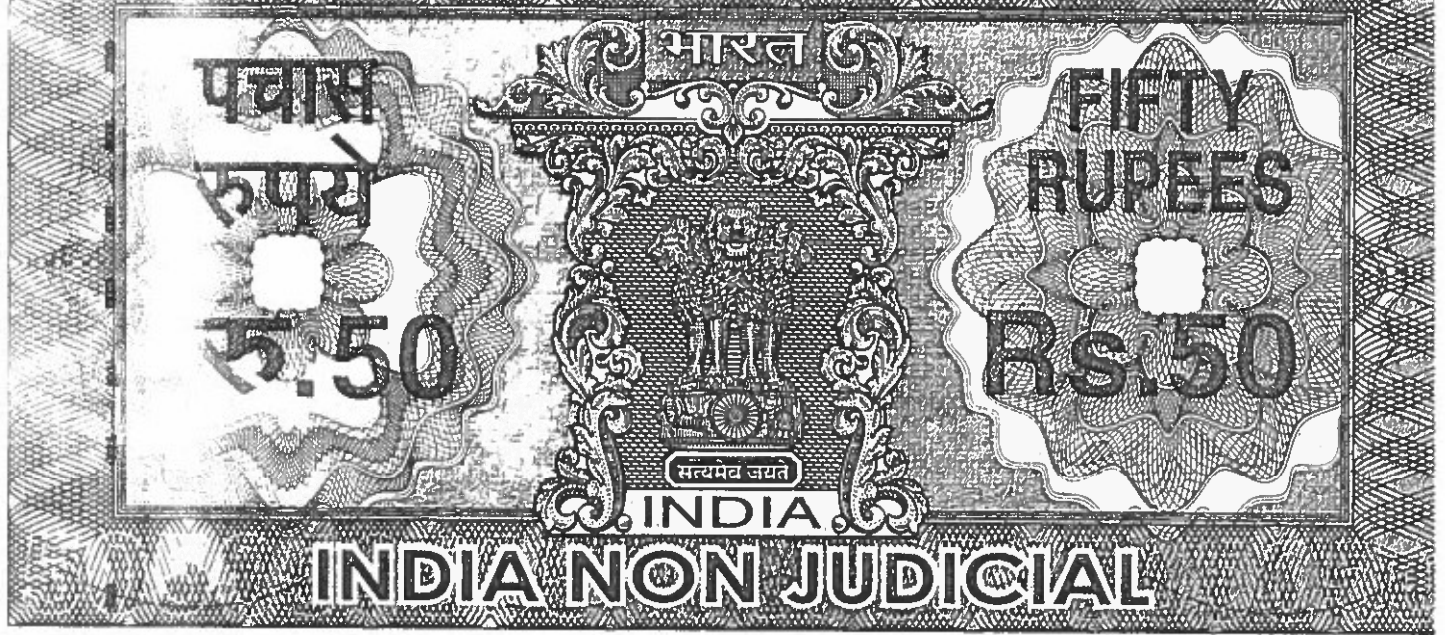
M/S. S. P. CONSTRUCTION

Samar Das
Partner

M/S. S. P. CONSTRUCTION

Priyanka Saha (Das)
Partner

भारतीय गैर न्यायिक



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

V 282341

NOW THIS DEED OF PARTNERSHIP WITNESSETH AS FOLLOWS :

1. That the name and style of the Firm shall be "M/S S. P. CONSTRUCTION".
2. That the head office of the partnership business shall be situated at 441, K.M. Roy Choudhoury Road. Post South Jaghadal Ward No. 25 South 24 Parganas, Pin - 700 151. The partners with their mutual consent are at liberty to shift the office at such other place or places as shall be found more convenient and are entitled to open and/or close any branch or branches and/or other office/offices and/or godown or godowns and/or workshop at any other place or places.
3. That this Deed of Partnership shall be effective on and from 14 day of June, 2017.
4. That the Partnership firm shall continue to carry on the business of dealing real estate and property development business/services and other allied articles and to act as general merchants, commission agents and to deal in such other goods, items or articles and/or any other products as may be further agreed and declared upon by the partners from time to time.
5. That the capital required for the smooth running of the partnership business shall be arranged and/or contributed by the partners themselves. The partners shall charge interest on their capital contribution at such rate not exceeding 12% p.a. which the partners shall decide from time to time with their mutual consent. The partners with their mutual consent may not provide any interest in any particular year in case of loss or otherwise.

M/S. S. P. CONSTRUCTION

Jamar Das

Partner

M/S. S. P. CONSTRUCTION

Priyanka Saha (D)

Partner

14 JUN 2017

24633
 No. _____
 Name _____
 Address _____
 Re. _____
P. S. CHOWDHURY
 Ayakar Bhawan
 P-7, Chawringhee Square
 Kolkata - 50
 Licensee Stamp Vendor



NOTED that a single stamp of the value
 of Rs. 100/- is available for the Department
 of Stamps which I can furnish as to make
 the requisite amount as required.

14/6/17
 1/15/17
 25/6/17

6. That the accounts shall be made up to 31st March each year during the continuance of this partnership business unless otherwise agreed upon by the partners.
7. That proper books of accounts shall be maintained by the firm to record day to day transactions as usually kept by the businessmen engaged in the business of like nature and the same shall be kept at the office of the Firm. Further, all the partners shall have free access to it at all reasonable times and shall be at liberty to take such extracts as may be required by each of them.
8. That the partners of the first part namely Sri Samar das who is the working/managing partner shall be entitled to draw salary/remuneration out of the profits in the firm as their remuneration @ Rs 5000/- per month. The partner may vary the amount of salary/remuneration with their mutual consent. However, the aggregate remuneration will be subject to maximum of the limit as laid down in Explanation 3 to Section 40(b) of the Income-Tax Act 1961 or any other applicable provision as may be in force for the purpose of Income-tax assessment of the partnership Firm for the relevant accounting year.
9. That after adjustment of remuneration payable, as per clause 8 of this deed and all other expenses relating to the partnership business and such other expenses which the partners by their mutual consent think it proper to be adjusted against the Trading and Profit & Loss Account of the partnership business, the Net profit/Loss arrived at after making all the adjustments shall be shared by the partners in the following ratio :-
- | | |
|-------------------------|-----|
| SRI SAMAR DAS | 50% |
| SMT PRIYANKA SAHA (DAS) | 50% |
10. That the partners shall be entitled to open in the name of the Firm any account or accounts with any of the bank or banks and all such bank account or accounts as the case may be shall be operated upon for all or any purposes by the partners jointly and/or severally and/or by virtue of Power of Attorney by anyone of the partner so as to suit the occasion.
11. That the present partnership shall be a partnership at Will.
12. That, if any partner intends to voluntarily retire from the partnership concern, he/she shall give 3 (three) months clear notice to the other partner/partners to this effect and in such case the retiring partner shall be entitled to get his/her share of existing capital after properly adjusting the profit and Loss account giving due consideration to the existing and contingent assets and liabilities of the firm on the date of retirement.
13. That, if during the continuance of the partnership any of the partner becomes insane or physically disabled permanently or shall die, the firm shall not stand dissolved but the legal heirs or representatives of such insane or disabled or deceased partner who are willing and competent to become partners, shall step into his shoes and be entitled

M/S. S. P. CONSTRUCTION
Samar Das
 Partner

M/S. S. P. CONSTRUCTION
Priyanka Saha (Das)
 Partner

to become partners of this firm in the place of such insane or disabled or deceased partner upon the same terms and conditions and stipulations on which the parties hereto are now partners hereof but in the event of the failure and/or refusal of such legal heirs/representatives to become such partners as aforesaid within thirty days, the other partner/partners shall be at liberty to carry on and continue the business of this Firm in such manner and/or under such constitution as the then continuing partners shall then think best, without any let or hindrance whatsoever from the said legal heirs/representatives of the insane or disabled or deceased partners as the case may be. Provided however that in such an event the continuing partner shall upon demand by the legal heirs/representatives of such insane or disabled or deceased partner pay to them within ninety days from the date of receipt of demand as aforesaid or within such further time as may be allowed in this behalf all that money. If any, which shall after setting the accounts of the Firm appear in the books of the Firm to the credit of such insane, disabled or deceased partner.

14. That the retiring partner of the legal heirs/representatives of the insane, disabled or deceased partner shall not be entitled to ask, claim and/or demand any consideration and/or compensation whatsoever for and on account of the goodwill and/or trade name of the firm which shall notwithstanding anything to the contrary that may be contained anywhere in these presents shall belong only to the then surviving and/or remaining partner.


15. That the management and control of the partnership business shall be done by all the partners jointly and/or severally so as to suit the occasion and for that purpose all the partners hereof shall be competent to represent the firm and/or act for and/or on behalf of the firm in all or any affairs or matters and shall also be entitled to sign for to all intents and purposes.

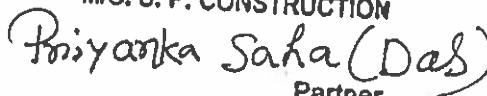
16. That each of the parties hereof shall be just and faithful to each other and shall at all times give each other all information and truthful explanations without concerning any matter within his/her knowledge relating to the affairs of partnership business and shall honestly and diligently work for the progress and prospective of the partnership business affording every assistance in his/her power in carrying on the business of the firm to their utmost mutual benefit.

17. That no person shall be introduced in the firm as a partner without the written consent of all the partners.

18. That each partner shall :

(a) Punctually pay his/her separate debts and indemnify the other and the assets of the firm against the same and all expenses incurred on account thereof ; and

S. P. CONSTRUCTION

 Partner

M/S. S. P. CONSTRUCTION

 Partner

(b) Forthwith pay and deposit all moneys, cheques and negotiable instruments received by him/her on account of the firm into the till or bank account of the partnership.

19. That none of the parties hereof shall without the consent in the writing of the other parties hereof first had and obtained do any of the following acts :

(a) Borrow any money for the purposes of the said business ;

(b) Lend any money or give credit or have dealings on behalf of the partnership with any person or company to whom the other partners have previously forbidden him/her to trust or deal with ;

© Transfer, mortgage, encumber, alienate and/or otherwise deal with his/her share in the firm or any portion thereof to any outsider ; and

(d) Enter into any engagement whereby the partnership or the other partner may risk any loss in the business and/or assets and/or moneys or profits of the partnership may be made liable in any manner whatsoever.

20. That any notice required to be given by any of the partners to the other shall be in writing only.

21. That the partnership as at present constituted shall not be liable for any debts or liabilities contracted or incurred by any of the partners hereof in his/her personal capacity and not for the purpose or benefit of the present partnership concern.

22. That each partner shall be indemnified by the Firm out of the funds of the firm for all losses and expenses incurred by his/her in respect of or in about the discharge of his/her duties except as shall happen from his her own willful acts and/or negligence.

23. That all disputes and differences in connection with the partnership either during the continuance or upon the determination of this partnership between the partners or between any one of them and the legal representatives of the other or between their respective legal representatives shall be referred to the arbitration according and subject to the provisions of the Indian Arbitration Act (Act X of 1940) or any other statutory modifications thereof for the time bearing in force.

M/S. S. P. CONSTRUCTION
✓ Vamar Das
Partner

M/S. S. P. CONSTRUCTION
Priyanka Saha (Das)
Partner

24. That all or any of the above terms may be varied, rescinded, altered and/or modified and/or any further term/terms may be added to by mutual consent of all the partners hereof and the same shall be either expressed in writing or implied from conduct

25. Save as aforesaid the provisions of the Indian Partnership Act (Act IX of 1932) including any statutory modifications thereof for the time being in force shall apply to the partnership.

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 within named parties in the
presence of :

Laxman Dasgupta
vill - Gylachi
Po - Nasandrapur
Ps - Sonarpur
Dist - 24 P.G.D (South)
KOLL - 103

M/S. S. P. CONSTRUCTION
Jamar Das
Partner

SAMAR DAS
M/S. S. P. CONSTRUCTION

M/S. S. P. CONSTRUCTION
Priyanka Saha (Das)
PRIYANKA SAHA (DAS) Partner