

SL. NO. 08  
SI. NO. 22/04/2025



**NOTARIAL CERTIFICATE**

To called the paper writings 'A' are presented before me by the executant's. all to whom these present shall come. I **BINOD KUMAR SAO** duly appointed by the State Government as a Notary and practising within the district of Purulia Sadar (West Bengal.), do hereby certify that the paper writings collectively marked 'A' annexed here to, hereinafter

*Nitesh Bannan* *Sh. Bhola Nath*  
*Bannan*

AND

*Aman Nath* *Peromaker* *Sh. Cafe* *Sh. Lal*  
*Karmakar*

Hereinafter referred as the, executants/s "on this the 22nd day of Jan in the year two thousand Twenty Five The "executant (s) having admitted the execution of the paper writings 'A' and being satisfied as to the identify of the executants I have attested the execution is in the respective hand(s) of this executant(s)".



INFAITH AND TESTIMONY WHERE OF I the said Notary have hereunto set & subscribed my name and affixed my Notarial seal of office this 22nd day of Jan, 2025

Notarial Stamp in original

**BINOD KUMAR SAO**  
*BKS*  
**NOTARY**  
Govt of West Bengal

**BINOD KUMAR SAO**  
*BKS*  
**NOTARY**  
Govt of West Bengal (Purulia Sadar)

22 JAN 2025

22 JAN 2025



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL



SL. NO. 09  
DATE 22.01.2025

## PARTNERSHIP DEED

This deed of partnership executed this 21<sup>st</sup> day of January 2025 by and between (1) Nitesh Burman (AIDPB4177A) S/O- Bhola Nath Burman aged about 41 years resident of S.C. sen Road, Nilkuthidanga, Purulia Municipality Ward No-10, Purulia, 723101 hereinafter called as 1<sup>st</sup> partner.

(2) Sri Amarnath Karmakar (CMHPK2504A) S/O Late Shiblal Karmakar age about 42 years resident of Sonu Tower H.P. Dan Road, Rathtala, P.O.- Namopara, P.S. & Dist.- Purulia (W.B), Pin-723103 hereinafter called as 2<sup>nd</sup> Partner.

Which expression unless repugnant to the subject on the context shall mean and include the successors, legal representative executor administrator and assigns of the respective parties.

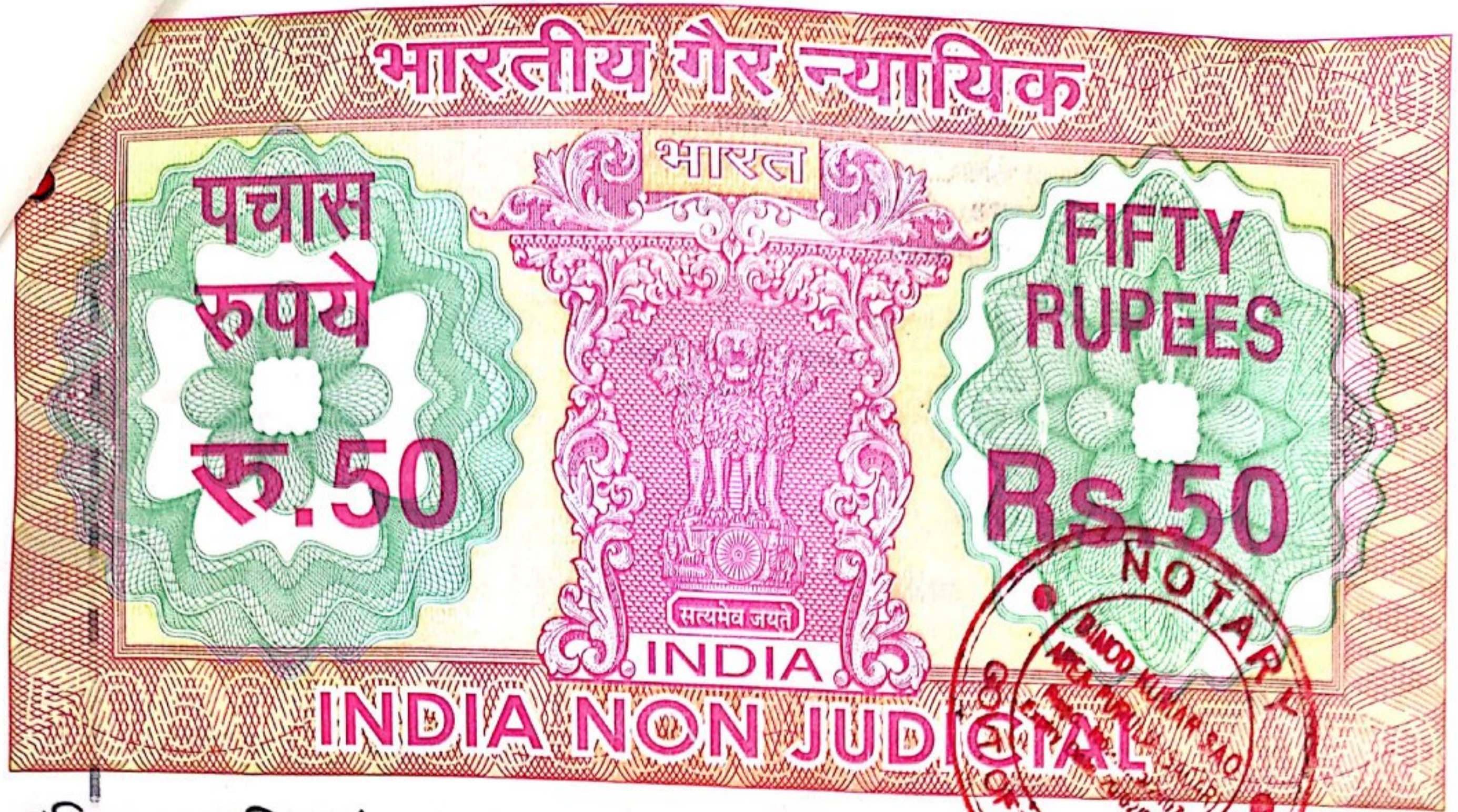
Whereas the both parties hereto have formed a partnership firm on certain terms and conditions mutually agreed by them and whereas the parties also agreed to execute a partnership deed hereto and to define the rights, relation and obligations of the parties inter se;

Whereas the parties have started a partnership business under the name & style "SHRI NATRAJ CONSTRUCTION" and it's head office is situated, Zilla School More, Ward No 23 Opposit Aguan club (Tambuli Para Durga Mandir), P.O., P.S. & Dist- Purulia (W.B), Pin-723101 and whereas the parties hereof felt necessary in the

BINOD KUMAR SAO  
  
NOTARY  
Govt of West Bengal

Nitesh Burman. Amarnath Karmakar

22 JAN 2025



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

individual safe guard and interest of the firm to constitute this partnership deed with certain agreed terms in to a properly drawn up in the instrument of partnership.

SL. NO. 09

DATE 22.01.25

NOW THE TERMS OF THE PARTNERSHIP LAYSDOWN AS UNDER

**1. NAME OF THE FIRM:**

That the name and style of the firm as constituted is "SHRI NATRAJ CONSTRUCTION".

**2. ADDRESS OF THE FIRM:**

That the head office of the firm is situated Zilla School More , Ward No 23 Opposit Aguan club (Tambuli Para Durga Mandir) , P.O., P.S. & Dist- Purulia (W.B) ,Pin-723101 The firm may with the mutual consent of the partners and requirement of the firm may start/ takeover any other business place(s) for which it is needed.

**3. COMMENCEMENT OF THE BUSINESS:**

That the firm will commence with effect from 21<sup>st</sup> day of January 2025.

**4. ACCOUNTING YEAR OF THE FIRM:**

That the accounting year of this constitute firm shall be 1<sup>st</sup> day of April and will be ended on 31<sup>st</sup> day of March.

**5. OBJECT OF THE FIRM:**

That at present, the firm will start to perform any type of civil works contract, promoter ship works, Electrical works and general order supplier in terms of building materials with Govt./Semi Govt. departments/Public-Private Partnership organization and Private contractee and for any other works as the partners will think fit for the firm under the firm's name & style.

For the purpose of obtaining tenders herewith, the firm may submit credentials form other contractors. The said may be done with mutual agreement by joint venture with the contractor(s) holding sufficient credentials and the firm for the proper execution of the job.

BINOD KUMAR SAHA

  
NOTARY  
West Bengal

Nitesh Buzman

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22 JAN 2025

Further the firm may enter in to an agreement with any land owner to construct multi storied building(s) on owner's land for the purpose of running promoter ship business.

**7. CAPITAL ACCOUNT:**

That the partners will contribute whatever amount is needed by the firm as capital to run the contract/supply business smoothly.

**8. PROFIT SHARING RATIO:**

That what ever may be the net profit or loss shall be divided between the partners on equal ratio.

**9. REMUNERATION /SALARY PAYABLE TO PARTNERS:**

That both partners are working partners and are responsible for conducting day-to-day administration and managerial policies will be entitled to remuneration in accordance with the manners laid down U/S 40(b) (v) of the Income Tax Act 1961.

It is necessary to mention here that in case of loss in any year of the firm, the remuneration shall be payable to its partners accordingly.

**10. INTEREST PAYABLE TO PARTNERS:**

That what ever amount of capital have to be contributed by the partners and capital contribution during subsequent period if made by partners however shall bear interest at a maximum 12% p.a (simple interest) on capital contribution or otherwise agreed upon mutually by the partners. The rate of interest may be varied with the change of provision of the Income tax Act.1961.

**11. ADVANCE/FURTHER CAPITAL FROM THE PARTNERS:**

That if any partner(s) make any advance, will obtain interest on such advance /further capital contribution, maximum @ 12% P.A. simple interest.



Photo & Finger Print of the first partner



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22 JAN 2025



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Photo & Finger Print of the second partner



**12. BANKERS:**

That Bank Account /other Accounts whenever required will be opened in the name of the firm and the same (bank account) will be operated by both partners jointly.

In case of need any of the partner(s) can authorize their representative to operate the Bank account on his / their behalf.

**13. BOOKS OF ACCOUNT:**

That the proper books of account of the firm as are customary shall be maintained and all transactions of the firm shall be recorded therein. The books shall not be removed from the firm's head office except for genuine need of the firm or with mutual consent of the parties.

**14. ACCOUNTS AND AUDIT:**

That after the expiry of each financial year (i.e. 31<sup>st</sup> day of March) 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 profit and loss account after allowing all expenses and allowances for depreciation and others and for recouping loss shall be prepared and if needed shall have to be audited by a qualified Chartered Accountant and a copy thereof furnished to each of the partner for necessary verifications.

In case of joint venture for any work, books of a/c for that venture work will be completed after the completion of the contract work if the work takes less than 1(one) year to complete the work and in other cases after the completion of the completion of the financial year.

**15. SIGNING AUTHORITIES:**

That in any other case (Except sale agreement and sale deed, where signature of both the partners required) any one of the partners will sign in any document(s) or paper(s), bill(s), vouchers(s)etc. on behalf of the firm and that should be inform to the other partner in due time as the case may be.

**16. LOAN / FINANCIAL ASSISTANTS:**

That the parties hereof may raise loan from any bank /banks or financial organization and from others for the confide requirement of the firm and on the mutual consent of both

BINOD KUMAR SAO partners.

*[Handwritten signature]*

NOTARY

Govt of West Bengal

22 JAN 2025

Nitesh Burman.

*[Handwritten signature]*



**17. PARTNERSHIP AT WILL:**

That each partner hereto has entered in to the partnership in his individual capacity and not in any representative capacity. Thus, the partnership shall be a partnership at will and any partner may retire or withdraw from the partnership business after serving three months notice to the other partner of his intention for doing so.



**18. GENERAL ADMINISTRATION AND CONDUCT OF THE BUSINESS OF THE FIRM:**

Every partner shall have authority in any emergency to do all such acts for the purpose of protecting the firm from loss as would be done by a person of ordinary prudence in his own case acting under similar circumstances and any partner so doing shall be indemnified by the firm or the partner in respect of any expenditure incurred or payment made in connection therewith.

**ii) Each partner shall:**

- a) Punctually pay and discharge his separate debts and engagements and indemnify the other partners and the partnership assets against the same at all costs, claim and demands in respect the re of.
- b) Be just and faithful to other partner(s) and interest of the firm in all transaction relating to the partnership and
- c) Act all times give to other partner true information and explanations of all matters relating to the partners within his knowledge and afford every assistance in this power to carry on the business for their mutual advantage.

**19. RESTRAINT ON POWERS OF PARTNERS:**

None of the partners shall have the right to encumber business and / or assets of partnership for personal debts and / or shall not be entitled to do any one or more of the following acts or things without the consent of the other partner:

Viz:

- a) To transfer, assign, mortgage, hypothecate any of the assets of the partnership firm.
- b) To deliver goods on credit to the parties to whom the other partner/ partners have forbidden him to trust.
- c) To raise loan or borrow money in the name of the partnership with or without security without consent of other partners .
- d) To stand bail, sureties which may in any manner encumber the properties of the partnership.
- e) To appoint any person in service whatsoever.

BINDU KUMAR SAO  
NOTARY  
Govt of West Bengal

22 JAN 2025

Nitesh Buzman,

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- f) To discharge from duties or service to any employee under the firm.  
g) To disqualify and branch organization and or stop business of any branch adopted or being set up by the firm.

**20. AMMENDMEND OF THE PARTNERSHIP DEED:**

That the partners of this deed shall execute the terms, conditions contained in this deed may be changed by mutual consent of the partners hereto, and in that event, the partners shall execute a stipulated supplementary deed showing such effect.

This deed of partnership will also be amended in case of admission of new partner(s) subject to the mutual consent of both partners and the new partners will get such right of the firm as the existing partners will think best and proper.

**21. RETIREMENT OR DEATH OF PARTNER:**

If any partner desire to retire from the partnership may be at anytime on giving clear three months notice in writing to other partners of his intention for doing so. Upon retirement, the outgoing partner shall be paid the value of the net assets of the firm for his share as may be conclusive and accepted by other partner.

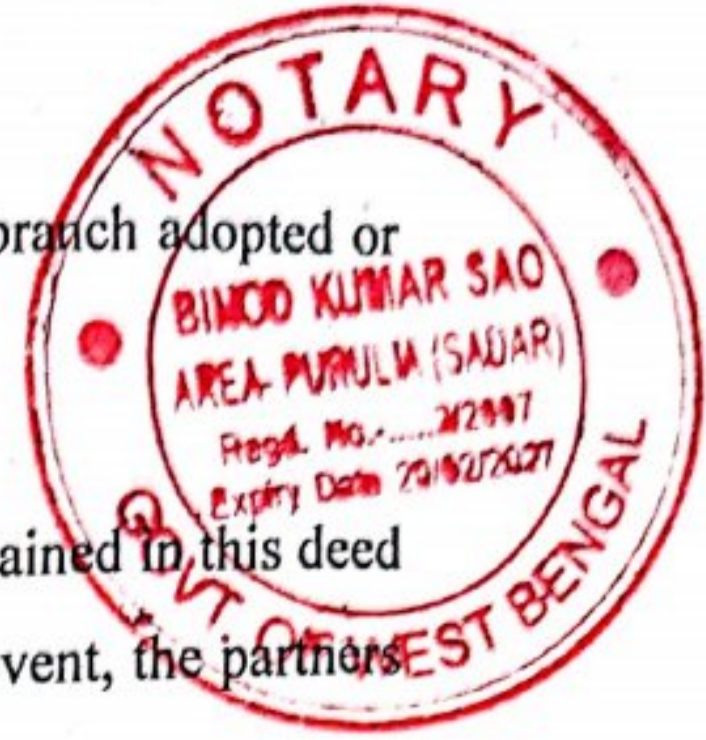
That the death (God Forbid) , insolvency or retirement of any of the partner or partners shall not dissolve the firm but it shall continue with or without the successor or successors of the deceased partners or representatives of the outgoing partner as per the consent of such successor or legal representatives of the deceased partner shall be admitted in his place as partner on the same terms and conditions as the deceased partners was entitled to under these present or on such other terms and conditions as may be agreed upon by the surviving partners . If such heirs or legal representative express their unwillingness to become partner or partners, the surviving partner shall be entitled to carry on the business of the firm as proprietorship concern and shall liable to pay the legal representative of the deceased, the proportionate share in the name of the departed partner.

**22. DISSOLUTION:**

That when the firm shall wound up /dissolve and the assets and liabilities dealt with the firm shall be distributed to the partners in accordance with the provision of the Indian Partnership Act 1932.

**23. ARBITRATION:**

That in all matters both the partners decision shall always prevail but in case of any matter in which their decision cannot give any positive outcome the matter shall be referred to the arbitration and arbitrators so appointed shall decide the same in



BIMOD KUMAR SAO  
NOTARY  
West of West Bengal

Nitesh Burman

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22 JAN 2025

accordance with the provision of the Indian Arbitration Act 1996 obligation /modification for the time being in force.



**24. PROVISION OF THE INDIAN PARTNERSHIP ACT:**

That for all other matters is specifically not mentioned in this deed of partnership the provision of the Indian Partnership Act.1932 shall apply.

25. That by mutual agreement of the partners hereof the original deed of partnership shall be kept in the custody of the either partner or certified true copy shall be given to the rest partner for his reference.

26. That if any partner infringes any one of the clauses herein above on become sane or in adjudicated on insolvent, the other partner have right to take every law full action against the law violated partner.

**N.B. Photo, and fingerprints of the partners pasted in Page number 4.**

IN WITNESS WHEREOF THE PARTIES HEREOF HAVE SIGNED THEIR RESPECTIVE SIGNATURES ON THERE PRESENT THIS 21<sup>st</sup> DAY OF JANUARY & YEAR 2025 AT PURULIA (WEST BENGAL) AS ABOVE WRITTEN.

WITNESS  
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*Nitesh Burman*  
Signature of the 1<sup>st</sup> partner

*Amer Anil Kumar*  
Signature of the 2<sup>nd</sup> partner

This deed of partnership is drafted by me and Typed in my office. Read over and explained the above contained among the partners in Bengali and I identify the signature of the Partners.

*Rahul Garain*  
(RAHUL GARAIN)  
S.K. Choudhury  
ADVOCATE  
22.1.2025



Signature / L T I of *Nitesh Burman*  
Attested only by me on Identification of Sr  
*S.K. Choudhury* Adv  
Binod Kumar Sao  
*[Signature]*  
Notary Public

22 JAN 2025