भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL AK 002818

S./L.NO. 452

Date 30 JUL 2021

NOTARY RAMESH TEWARI Hooghly Regn. No. 8/1989 GOVT. OF WEST BENGAL

Deed of Partnership

THIS DEED of Partnership is made at Hooghly On this **30th Day of July 2021** by and between:

1. **SANDIP SAMANTA** son of SISIR SAMANTA, aged about 43 years ***PAN- BHHPS9670P AADHAAR NO - 898989518026***, by religion HINDU by profession Business resident of ***339, Strand Road, Tamlipara, PS- Chinsurah, Dist- Hooghly Pin- 712103*** Hereinafter the Party of the FIRST PART (Which expression shall unless excluded by a repugnant to subject or context deemed to mean include his legal heirs, executors, administrators, legal representative and or assigns) of the **First Party**

MAA VISHALAXMI CONSTRUCTION

Partner

RAMESH TEWARI NOTARY Regd. No. 8 of 1989 CHANDANNAGAR HOOGHLY - 712138 30 JUL 2021

Subrata Bhattacharjee Advocate Reg. No.- F/642/2018 Chinsurah, Hooghly.

30 JUL 2021

30 JUL 2021

28 JUN 2021

নম্বর 6778 তারিখ ইং সন ২০

ক্রেতা

সাং Subrata Bhattacharjee
Advocate
Reg. No. F/642/2018
Chinsurah, Hooghly.

থানা

ভেণ্ডার- শ্রী প্রবীর কুমার সাঁতরা

মূল্য- ১০০/- মোকাম-চন্দননগর কোর্ট

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL AK 002813

452

L.NO.

Date 30 JUL 2021

NOTARY RAMESH TEWARI Area - Hooghly Regn. No. 8/1989 GOVT. OF WEST BENGAL

2. **MOLOY DAS** Son of MANTULAL DAS aged about 40 years, ***PAN- ANIPD4474G AADHAAR NO – 510314134258*** by religion HINDU by profession Business resident of ***216 Mearber Road PO- Chinsurah, Dist- Hooghly Pin- 712101*** Hereinafter the Party of the SECOND PART (Which expression shall unless excluded by a repugnant to subject or context deemed to mean include his legal heirs, executors, administrators, legal representative and or assigns) of the 2nd Party (Hereinafter to be called the **Second Party)**

MAA VISHALAXMI CONSTRUCTION

Partner

Moloy Das

RAMESH TEWARI
NOTARY
Regd. No. 8 of 1989
CHANDANNAGAR
HOOGHLY - 712138
30 JUL 2021

Subrata Bhattacharjee
Advocate
Reg. No.- F/642/2018
Chinsurah, Hooghly.

30 JUL 2021

30 JUL 2021

30 JUN 2021

নম্বর 6773 তারিখ ইং সন ২০

ক্রেতা

সাং Subrata Bhattacharjee
Advocate
Reg. No.- F/642/2018

থানা Chinsurah, Hooghly.

ডেলার- শ্রী প্রবীর কুমার সাঁতরা

মূল্য- ১০/- মোকাম-চন্দননগর কোর্ট

And WHEREAS the parties to this deed have been carrying on the business of partnership under the name and style of **MAA VISHALAXMI CONSTRUCTION** with its principal place of business at ***HOLDING NO- 121/106/102 CROOKED LANE BARA BAZAR PO AND PS CHINSURAH DIST HOOGHLY PIN 712101 JL NO 20 KHATIAN NO 18077 AND 18091 MOUZA CHINSURAH DAG NO 5561*** on the terms and conditions incorporated in the Partnership Deed executed on **30th Day of July 2021** AND WHEREAS vital amendments have been made by the Finance Act, 1992 in the procedure for assessment of firm. Consequent to the said amendment, the parties to this deed had a meeting and have orally and mutually agreed to amend and alter some of the terms and conditions contained in the aforesaid partnership deed with effect from **30th Day of July 2021** AND FURTHER WHEREAS the parties to this deed have been carrying on the above said business in partnership on the terms and conditions orally and mutually agreed amongst themselves as aforesaid;

AND NOW WHEREAS the parties to this deed desire that the terms and conditions on which they have been carrying on the above said business in partnership since **30th Day of July 2021** and propose to continue in future be reduced to writing to avoid future difficulties or misunderstanding.

NOW, THEREFORE THIS DEED WITNESSETH as under, incorporating the aforesaid amendment/ alteration in the terms and conditions of the partnership:

1. **NAME -** That the partnership business has been and shall continue to be carried on under the name and style of **MAA VISHALAXMI CONSTRUCTION** and the partnership now constituted has commenced with effect from **30th Day of July 2021**

2. **CAPITAL -** That the Capital of the Partners shall be Rs 1,00,000.00 (Rupee One Lac only) each standing to credit their personal accounts in the books of accounts of the firm as increased by further subscription and accumulation of profits. Further capital, loans or deposits looking to the needs/requirements of the partnership firm shall be arranged, invested or contributed by the partners.

3. **PRINCIPAL PLACE -** That the partnership business has been and shall continue to be that of with its principal place of business ***HOLDING NO- 121/106/102 CROOKED LANE BARA BAZAR PO AND PS CHINSURAH DIST HOOGHLY PIN 712101 JL NO 20 KHATIAN NO 18077 AND 18091 MOUZA CHINSURAH DAG NO 5561*** The parties by mutual consent may carry on business at such other place or places, in such other name or names and of such other nature or natures, as

4. **NATURE OF BUSINESS -** That the partners shall carry on all type of **Civil and Electrical Contractual Work, Civil Constriction, Developer, Service Provider, Reseller of Construction Material, Supply of Food Products, Logistic & Transportation, General Order Supply, Manufacturing as well as Wholesale and Retail Business**.

5. **ACCOUNTING YEAR -** That the books of account of the partnership business will be generally closed and adjusted on the 31st day of March to each English

RAMESH TEWARI
Regn. No. 3 of 1989
CHANDANNAGAR
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Subrata Bhattacharjee
Advocate
Reg. No.- F/642/2018
Chinsurah, Hooghly.

MAA VISHALAXMI CONSTRUCTION
Partner

30 JUL 2021

6. **OWNERSHIP OF PRINCIPAL PLACE** - That the Business of the partnership Firm shall be carried on at ***HOLDING NO- 121/106/102 CROOKED LANE BARA BAZAR PO AND PS CHINSURAH DIST HOOGHLY PIN 712101 JL NO 20 KHATIAN NO 18077 AND 18091 MOUZA CHINSURAH DAG NO 5561*** is a Rent Free accommodation made by **SANDIP SAMANTA AND MOLOY DAS** Jointly who Co-Owned the above mention property and also the two partners of the Firm. The partners shall have ability to change or extend the business to such other place or places as they may in future mutually agreed upon.

7. **INTEREST ON CAPITAL** - That interest at the rate of 12% per annum or as may be prescribed under section 40(b)(iv) of the Income-tax Act, 1961 or any other applicable provisions as may be in force in the income-tax assessment of the partnership firm for the relevant accounting period or at a lower rate as may be agreed to by and between the parties from time to time shall be paid to the partners or credited to the partners on the amount standing to the credit of the account of the partners Such interest shall be considered as an expenditure of the firm and shall be debited to the Profit & Loss Account of the firm before arriving at the divisible profit or loss. The interest to persons other than partners shall be paid or credited to their accounts at the rate or rates as may be agreed to by and between the partners and such persons from time to time

8. **PARTNER REMUNERATION** - That **SANDIP SAMANTA AND MOLOY DAS**, the parties of the 1st, 2nd parts have agreed to keep themselves actively engaged in conducting the affairs of the business of the partnership firm. The said partners shall be working partners. It is hereby agreed to that in consideration of the said parties keeping themselves actively engaged in the business of the partnership firm and working as working partners, shall be entitled to remuneration. The remuneration payable to the said working partners shall be computed in the manner laid down or deduction under section 40(b)(v), read with Explanation 3 of the Income-tax Act, 1961 or any other applicable provision as may be in force in the income-tax assessment of the partnership firm for the relevant accounting year. Such amount of remuneration shall be distributed between the said working partners in the following proportion:

Particulars	Remuneration Allowed	1st	2nd
In case of loss before booking the partner's remuneration.	Maximum of Rs.1,50,000/=	50%	50%
For the first Rs.3,00,000/= of book profit	90% of the book profit or Rs.1,50,000/= whichever is higher	50%	50%
On the balance of book profit	60% of book profit	50%	50%

RAMESH TEWARI
NOTARY
Regn. No. 9 of 1988
CHANDANNAGAR
HOOGHLY
30 JUL 2021

Subrata Bhattacharjee
Advocate
Reg. No.- F/642/2018
Chinsurah, Hooghly.

30 JUL 2021

MAA VISHALAXMI CONSTRUCTION
Sandip Samanta
Moloy Das
Partner

The partners shall be entitled to increase or reduce the above remuneration and may agree to pay remuneration to other working partner or partners as the case may be. The partners may also agree to revise the mode of calculating the above said remuneration as may be agreed to by and between the partners from time to time.

9. **INTEREST OF FIRM -** That the parties hereto shall be true and faithful to each other and shall not do or cause to be done anything which may be detrimental to the interest of the firm.

10. **BOOKS OF ACCOUNT MAINTAIN -** That the parties shall keep or cause to be kept proper books of account and documents and shall make entries therein of all receipts, payments and other matters as is usually done and entered in the books of account kept by persons engaged in business similar to that of the firm. Each partner shall have a right to have access to and to inspect and take copy of the same.

11. **BILL ENDORSE-** Each partners have power to draw accept or endorsed bills in the name of the firm in usual course or business otherwise mutually agrees upon

12. **NATURE OF PARTNERSHIP -** That the partnership has been and shall be a partnership at will.

13. **PROFIT SHARING RATIO -** That the net profit of the partnership firm after deduction of all expenses including rent, salaries, other establishment expenses, interest and remuneration payable to the partners in accordance with this deed of Partnership or any supplementary deed as may be executed by the partners from time, to time, shall be divided and distributed amongst the partners in the following proportion:

Sr. No.	Name of Party	Share in profits%
1.	SANDIP SAMANTA	50.00%
2.	MOLOY DAS	50.00 %

The losses if any, including the loss of capital suffered in any year shall also be apportioned in the above said proportion.

RAMESH TEWARI NOTARY Regn. No. 8 of 1989 CHANDANNAGAR HOOGHLY-712136 30 JUL 2021

MAA VISHALAXMI CONSTRUCTION

Partner

Subrata Bhattacharjee
Advocate
Reg. No.- F/642/2018
Chinsurah, Hooghly.

14. **BANK ACCOUNT OPERATION -** That the Bank Account or accounts may by maintenance in the name of the Firm **MAA VISHALAXMI CONSTRUCTION** and shall be operated jointly by signing of any one of the Two partners.

15. **CLOSER OF BOOKS OF ACCOUNT -** That the books of account shall be closed on **31st day of March** each year. The net profit or loss after deducting all expenses, interest, remuneration, and outgoings shall be divided between the parties in proportion to the sharing ratio referred to hereinabove.

16. **DEATH OF PARTNER** -That notwithstanding anything contained in the Indian Partnership Act it is hereby mutually agreed to by and between the parties that in case of death of any one or more partners, the firm shall not be dissolved but shall continue to be carried on by and between the surviving partners and legal heirs and/or representatives of the deceased partner, as a continuing concern, on the same terms and conditions as incorporated in this Deed or on such terms and conditions as may be agreed to by and between them from time to time. It is hereby further clarified that it shall be deemed as change in constitution and not succession.

17. **MISCELLANEOUS -** That with respect to any matter connected with the affairs of the firm, which is not specifically provided for herein, the partners may make such agreements therefore and may set in such manner with regard thereto as may be agreed upon by and between them.

18. **ADMISSION OF NEW PARTNER -** That if the partners deem proper and in their interest, they may admit any other person or persons as partners on the terms and conditions as may be mutually agreed amongst themselves.

19. **PREPRESENTATION -** That the partners to this deed are partners in their individual capacity styled as **MAA VISHALAXMI CONSTRUCTION** The parties do not represent any other person.

20. **SIGNATURE OF CREDIT NOTE/BOND/HUNDI -** All bonds, bills, notes, bills of exchange, hundies or promissory notes or other securities given on behalf of the partnership shall be signed, endorsed, accepted or executed jointly by all the partners and any bond, bill, note, bill of exchange, etc. to which any partner may be a party contrary to this provision shall be deemed to have been on the personal account of such partner and he shall pay and discharge the same out of his own moneys and indemnify other partners and the firm against payment thereof and against all actions, proceedings, costs, charges, expenses, claims and demands in respect thereof.

RAMESH TEWARI NOTARY Regn. No. 9 of 1989 CHENDAMARI HOOGHLY 30 JUL 2021

14. **BANK ACCOUNT OPERATION -** That the Bank Account or accounts may by maintenance in the name of the Firm **MAA VISHALAXMI CONSTRUCTION** and shall be operated jointly by signing of any one of the Two partners.

15. **CLOSER OF BOOKS OF ACCOUNT -** That the books of account shall be closed on **31st day of March** each year. The net profit or loss after deducting all expenses, interest, remuneration, and outgoings shall be divided between the parties in proportion to the sharing ratio referred to hereinabove.

16. **DEATH OF PARTNER** -That notwithstanding anything contained in the Indian Partnership Act it is hereby mutually agreed to by and between the parties that in case of death of any one or more partners, the firm shall not be dissolved but shall continue to be carried on by and between the surviving partners and legal heirs and/or representatives of the deceased partner, as a continuing concern, on the same terms and conditions as incorporated in this Deed or on such terms and conditions as may be agreed to by and between them from time to time. It is hereby further clarified that it shall be deemed as change in constitution and not succession.

17. **MISCELLANEOUS -** That with respect to any matter connected with the affairs of the firm, which is not specifically provided for herein, the partners may make such agreements therefore and may set in such manner with regard thereto as may be agreed upon by and between them.

18. **ADMISSION OF NEW PARTNER -** That if the partners deem proper and in their interest, they may admit any other person or persons as partners on the terms and conditions as may be mutually agreed amongst themselves.

19. **PREPRESENTATION -** That the partners to this deed are partners in their individual capacity styled as **MAA VISHALAXMI CONSTRUCTION** The parties do not represent any other person.

20. **SIGNATURE OF CREDIT NOTE/BOND/HUNDI -** All bonds, bills, notes, bills of exchange, hundies or promissory notes or other securities given on behalf of the partnership shall be signed, endorsed, accepted or executed jointly by all the partners and any bond, bill, note, bill of exchange, etc. to which any partner may be a party contrary to this provision shall be deemed to have been on the personal account of such partner and he shall pay and discharge the same out of his own moneys and indemnify other partners and the firm against payment thereof and against all actions, proceedings, costs, charges, expenses, claims and demands in respect thereof.

RAMESH TIWARI NOTARY Regn. No. 9 of 1989 CHINSURAH HOOGHLY

30 JUL 2021

21. **DEBT-** That each partner shall duly and punctually pay all debts now or hereinafter during the partnership owing form him and shall keep the others and the property of the partner identified form any harm.

22. **DISPUTE-** That in case of dispute amongst the partners in respect of the above business any partner shall not transfer the share to any outside that in case of death of any partner shall not be dissolve the partnership. In case of death his legal heirs will be admitted as partner, and in case of infinity the above come be treated as same as death.

23. **LOAN -** That any of the Partner taken Loan form Bank or Other Financial Institute on behalf of the Firm with due consent of other partners and firm liable for the payment of the above Loan and also Firm may apply for Loan if further Capital necessary.

24. **MODIFICATION -** That the partners shall be entitled to modify the above terms relating to remuneration, interest, etc. payable to partners by executing a supplementary deed and such deed when executed shall have effect unless otherwise provided from the first day of accounting period in which such supplementary deed is executed and the same shall form part of this deed of partnership.

25. **ARBITATION -** That all disputes and questions in connection with the partnership or this deed arising between the partners or between any one of them or their legal representatives and whether during or after the partnership, shall be referred to the arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 then in force.

26. **FUTURE ADDITION -** That all other matters not referred to herein before otherwise not referred to herein before otherwise expressly by the Indian Partnership Act (Act IX of 1932) or any statutory modification thereof enforced for the time being shall apply.

27. **PERSONAL LOAN** - That the partners shall have power to raise any loan or loans not to pledge the credits of the firm under any circumstances.

RAMESH TEWARI
NOTARY
Regd. No. 8 of
CHANDANNAGAR
HOOGHLY - 712138
30 JUL 2021

MAA VISHALAXMI CONSTRUCTION
Partner

Subrata Bhattacharjee
Advocate
Reg. No.- F/642/2018
Chinsurah, Hooghly.

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28. **LOSS MEASUREMENT** - That all outgoings an expenses of the partnership and all losses including interest on capital shall be payable first out of the profiles next out of capital and in the case of further deficiency by the partners in the shares in which entitled to receive the net profit of the business.

IN WITNESS WHEREOF the parties to this deed have set their hands on the day and year first above written and in the presence of:

NOTARY RAMESH TEWARI Area - Hooghly Regn. No.- 3/1969 GOVT. OF WEST BENGAL

MAA VISHALAXMI CONSTRUCTION
Partner

Signature of The First Party

MAA VISHALAXMI CONSTRUCTION
Partner

Signature of The Second Party

WITNESSES;

RAMESH TEWARI NOTARY Regd. No. 8 of 1989 CHANDANNAGAR HOOGHLY - 712138

1.

2.

30 JUL 2021

Identified by me:-

(ADVOCATE)

SOLEMNLY AFFIRMED & DECLARED BEFORE ME
Ramesh Tewari NOTARY

Subrata Bhattacharjee
Advocate
Reg. No.- F/642/2018
Chinsurah, Hooghly.

30 JUL 2021