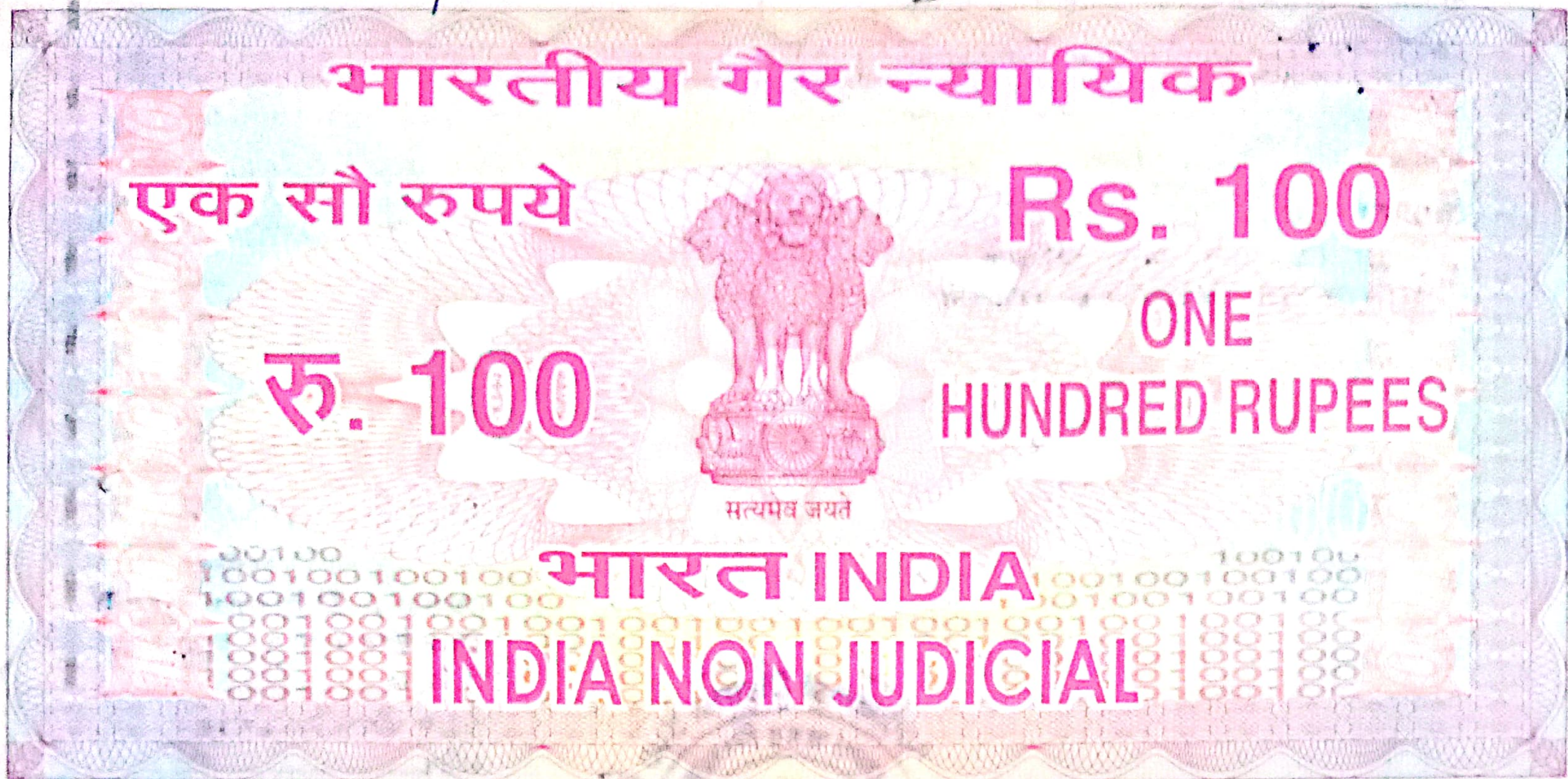


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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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certified that the documents on which
registration. The signature sheet and
endorsement sheets affixed with the this
document are the part of this document
Addl Dist. Sub Registrar
Barrackpore, 24 Parg (N)

26 APR 2018

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made on this 26th Day of -
April, 2018 (Two Thousand Eighteen);

BETWEEN

SRI SALIL BISWAS (PAN- AMRPB0576D), son of Late Mahananda Biswas, by faith – Hindu, by Occupation – Business, by Nationality – Indian residing at 142/173. Barasat Road, P.O. – Nona Chandanpukur, Barrackpore, P.S. – Titagarh, Dist. North 24 Parganas, Kolkata - 700122, West Bengal, hereinafter called and referred to as the **FIRST PARTY** (which expression includes the expression his legal heirs, successors, representatives, Attorneys and assigns) of the **FIRST PART**.

Contd.....P/2

নং ২৭৭৬ তারিখ ৩৪/৪/১৮ ২০১৮

ক্রেতার নাম হ্রী. সিদ্ধান্ত সিংহ

ঠিকানা বনগাঁও রোড

থানা বনগাঁও থানা

ভেণ্ডারের নাম হ্রী. এ. ডি. এস. আর অফিস

বাবাকপুর উত্তর ২৪ পরগনা

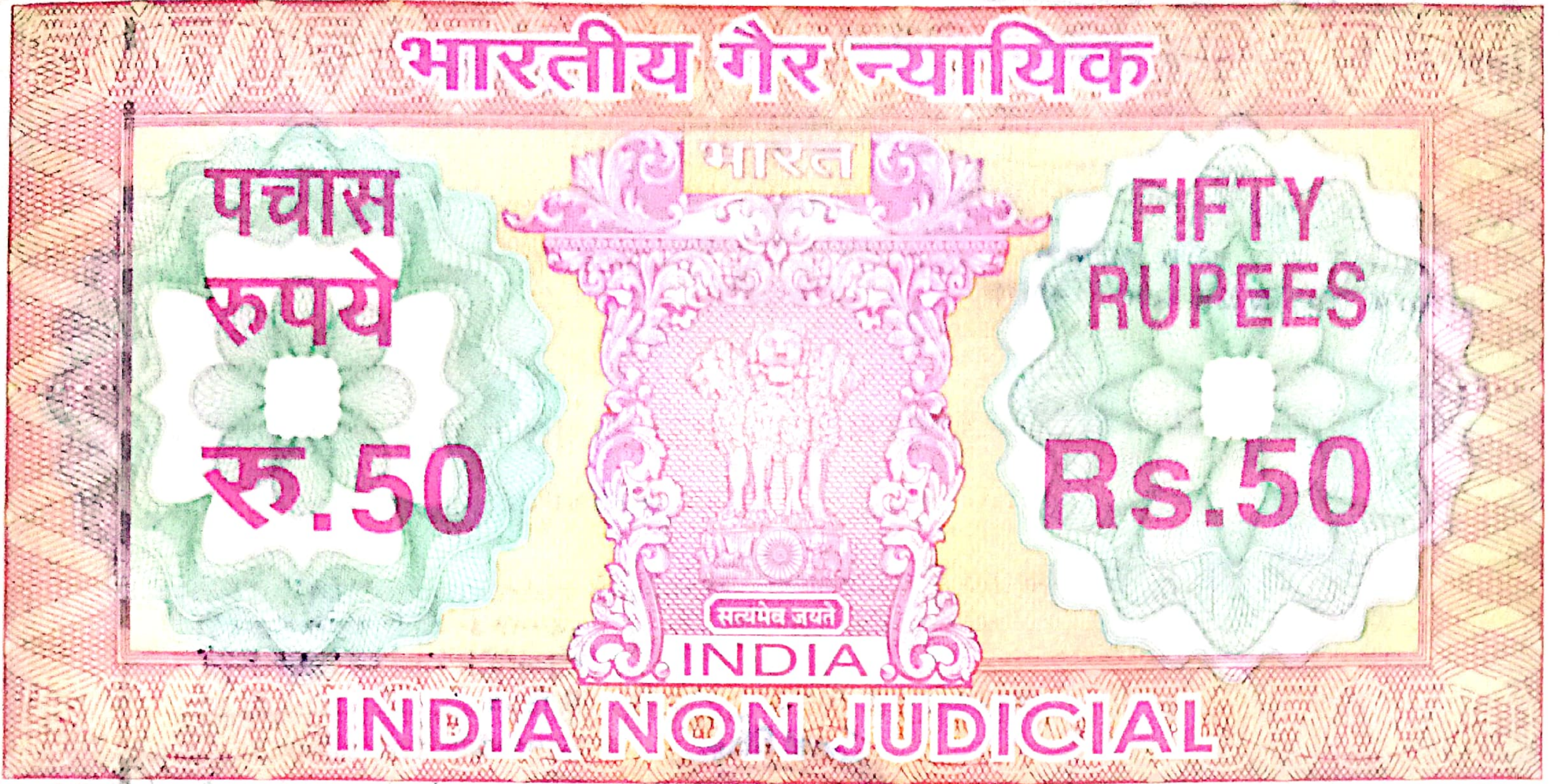


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ভেণ্ডার :- শ্রী সিদ্ধান্ত সিংহ
মৌজারীক নাম :- বাবাকপুর
সি. ডি. নং
স্টাম্প খরিশের টাকার পরিমাণ ১০০০০/-
তারিখ ৩৪/৪/১৮

Addl. Dist. Sub-Registra.
Barrackpore, North 24 Pgs

26 APR 2018



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

V 741177

: 2 :

AND

SRI SUBARAN MONDAL (PAN- BFYPM7105L) , son of Sri Datakarna Mondal, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at Newpukuri Purbapara (Dakshin), P.O. – Newpukuria, P.S.- Beldanga, District – Murshidabad, PIN – 742133, West Bengal, hereinafter called and referred to as the **SECOND PARTY** (which expression includes his legal heirs, successors, representatives, Attorneys and assigns) of the **SECOND PART**.

AND WHEREAS both the partners are desired to put on record in writing the terms and conditions of partnership to govern the relation between them as partners and to avoid disputes between partners in future in the proposed Partnership Business.

Contd.....P/3

২০১৮ ৩৪/৪/১৮
 তারিখ: ৩৪/৪/১৮
 জেলা: বারাকপুর
 ডিভিশন: বারাকপুর
 ভেঙার নাম: শ্রী. বিক্রম চক্রবর্তী
 এ. ডি. এস. আর অফিস
 ব্যাবাকপুর উত্তর ২৪ পরগণা

“বি”

ভেঙার :- শ্রী শিবকৃষ্ণ চক্রবর্তী
 ড্রেজারীর নাম :- ব্যাবাকপুর
 টি. ডি. নং
 স্ট্যাম্প খরিসের টাকার পরিমাণ
 তারিখ:



[Handwritten signature]

Addl. Dist. Sub-Registra.
 Barrackpore, North 24 Pgs

26 APR 2018

NOW THIS DEED OF INDENTURE WITNESSETH and it is agreed by and between the partners as under: -

1. **That** the partnership business commenced on and from the date of registration of Partnership Deed i.e. 26th Day of April, 2018 and shall continue for the period at will of the partners.
2. **That** the business of the Partnership shall be carried on under the name and Style of '**M/S. S.S. ENTERPRISE**' situated at 142/2, Barasat Road, P.O. – Nona Chandanpukur, P.S. – Titagarh, Dist. District North 24 Parganas , Kolkata- 700122, West Bengal, or at any other place or places as may be mutually agreed upon by the Partners for opening branches anywhere in India and also close the same wherever necessary.
3. **That** the business of the Partnership shall be to carry on business of Contractor, Developer, General Order Suppliers and all other relevant fields and such other business or business as the as the Partners may from time to time decide and the Partners shall have the opinion to pen and close branch/branches and all the terms and conditions of the Partnership are equally applicable to them
4. (a) The Capital of the firm will initially be a **Rs. 3,00,000/- (Rupees Three lakh)** only and the same shall be contributed by both the partners equally i.e. **Rs.1, 50,000/- (Rupees One lakh Fifty thousand)** only each. This initial capital will be a part of the partners fixed capital account as mutually agreed upon by both the partners and also can contribute in the fixed capital and also on the current capital accounts to run the business

Contd.....P/4

smoothly and efficiently according to their profit sharing ratio i.e. **50 : 50**.

4. b) The Partners will open Bank Account in the several Banks as required and if necessary, as the case may be with their Partnership Business and the Bank Account in this prospect will be operated with the signature of both of the partners. The Partners will obtain Trade License for their above mentioned partnership business and acquire Permanent Account No. (PAN) in this respect with their Partnership Business.

5. In case any partner contribute more fund in the business of the partnership firm as a loan on that event the said partner will also be entitled to get interest @ 10% per annum or as such rate as mutually agreed upon by both the partners and in case any partner has debit balance in his capital account (i.e. fixed and current capital account respectively), the partnership firm can charge interest @ 18% per annum or any other rate on such balance as mutually agreed upon.

6. **That** both the partners hereto have agreed to devote time and energy for carrying on business of the partnership firm as working partners. The working partners shall get annual or monthly salary/remuneration as may be decided mutually by partners in writing under which shall be charged to the Profit & Loss account before distributing profits of the partnership firm as per clause 8 of this Partnership Deed.

7. **That** the partners shall be entitled to withdraw reasonable sum or sums against their annual or monthly salary/ remuneration as mutually agreed

: 5 :

upon and such withdrawals shall be debited to the respective capital account of partners in the books of the firm and only with the execution containing the signatures of both the partners.

8. **The** Partnership firm will transfer a sum of 10% of the Book Profit after charging salary but before calculating distributable profits to General Reserve which shall be used for business emergencies and business expansion.

9. **It** has been mutually agreed that after charging interest on the fixed capital/current capital of partners along with all the other expenses of the partnership firm, out of the balance profit (book profit) available to all the partners shall be entitled to annual or monthly salary/remuneration which shall be calculated in the manner as will be decided by both the Partners from time to time.

After calculating total salary/remuneration allowable to partners as referred above the amount so calculated shall be allowed to the partners as salary/remuneration in equal proportion.

10. **That** after charging interest on capital of partners as per clause 5 of this deed and annual salary/ remuneration as per clause 8 of this deed the balance profit & Loss as the case may be shall be divided/ distributed between the partners in the below mentioned Ratio respectively :

- | | | |
|------------------------------|---|-----|
| a) SRI SALIL BISWAS | - | 50% |
| b) SRI SUBARAN MONDAL | - | 50% |

Contd.....P/6

11. **That** the bankers of the partnership shall mutually agreed upon between the partners in future. The bank account in the name of the partnership firm shall be operated by both the partners.

12. **That** the control, management and administration of partnership business shall be done by both the partners as mutually agreed upon.

13. **That** the partnership firm may borrow loans from banks, financial institution, company, firms, individuals or other persons as mutually agreed upon for the business purpose of the partnership firm.

14. **That** the partnership firm shall observe financial year as the year of account i.e. 1st April to 31st March every year unless the same is changed.

15. **That** during the continuance of the partnership, account of the firm shall be closed annually, taking into account all the revenue receipts received and expenditure under different heads incurred during the year including interest on partners' capital and annual or monthly salary/ remuneration allowed to the partners. After the close of the year the accounts of the firm shall be finalized, profit and loss account shall be prepared and profit and loss as the case may be shall be divided/ distributed between both the partners as per clause 8 of this deed and final balance sheet shall be drawn up.

Contd.....P/7

16. **That** the books of accounts of the firm and all other records shall be kept at the office of the partnership firm or at such a place as mutually agreed upon. The partners or their authorized agent may inspect the same at all reasonable working hours.

17. **That** no partner shall deal with the assets of the partnership firm except for the business of the firm.

18. **That** both the partners of the partnership Firm is authorized to act on behalf of the firm to endorse and represent to sign necessary papers, documents for the purpose of the business activities of the firm except withdrawal any amount from the bank.

19. **That** any of the partners may retire from the partnership by giving 3 (three) months prior notice in writing to the other partner intimating his intention to retire. In such case his legal heirs may replace his in the Firm or as nominated by him the other partner, if intends to continue the business he may continue the business as partner by appointing new partner in the said partnership firm.

The retiring partner shall get only the amount standing to his credit on the date of retirement after adjustment of his share of profit or loss, as the case may be, up to the date of retirement.

20. **That**, the partnership shall not stand dissolved on the death of a partner, but it may continue by the surviving partner together with the legal

representatives of the deceased partner, if they at all intend to step into the shoes of the deceased partner on the same terms and conditions unless otherwise agreed upon by and between the surviving partners and such legal representatives of the deceased partner, if the legal representatives decline to become partners, they shall be entitled to receive the amount found to the credit in the accounts of the deceased partner after adjustment of his share of profit or loss up to the date of death. The surviving partner shall continue to carry on the business as the law of the land permits.

21. **That** both the partners shall be just and faithful to each other relating to the affairs of the partnership firm and shall furnish true and correct account of whatsoever done by his or the partnership account to the other partner. The partners shall not do anything, which may be detrimental to the interest of the partnership business.

22. **That** all matter of differences regarding Partnership Firm between the parties shall be referred to Arbitration according to the Provision of Arbitration and Conciliation Act, 1996 or any other modification thereof for the time being in force.

23. **That** the property and assets of the partnership firm shall be held and used by the partners for the purpose of the partnership business and upon dissolution of the firm shall be dealt with according to the provisions of the

Indian Partnership Act, 1932 subject to the provisions made in this deed and/or as may be mutually agreed upon.

24. **During** the tenure of the Partnership no partner is allowed to join or constitute any similar kind of business anywhere.

25. **This** partnership deed can be modified /altered and clauses may be added / subtracted or changed as per business requirement with the mutual written consent of both the partners.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first above mentioned.

SEALED, SIGNED AND DELIVERED
BY THE PARTIES IN THE PRECENCE OF :

1. *Sujay Das*
Barrackpore,
P.S. - Titagarh

Sujay Das

Signature of the **FIRST PART**

2. *Sumit Mondal*
Barrackpore
P.S. - Titagarh

Subaran Mondal

Signature of the **SECOND PART**

PREPARED BY :

Mithu Ghosh

(Smt. Mithu Ghosh)

Advocate, Barrackpore Court

Enroll: WB-497/2000

K Das





Typed by : K. Das, Barrackpore.

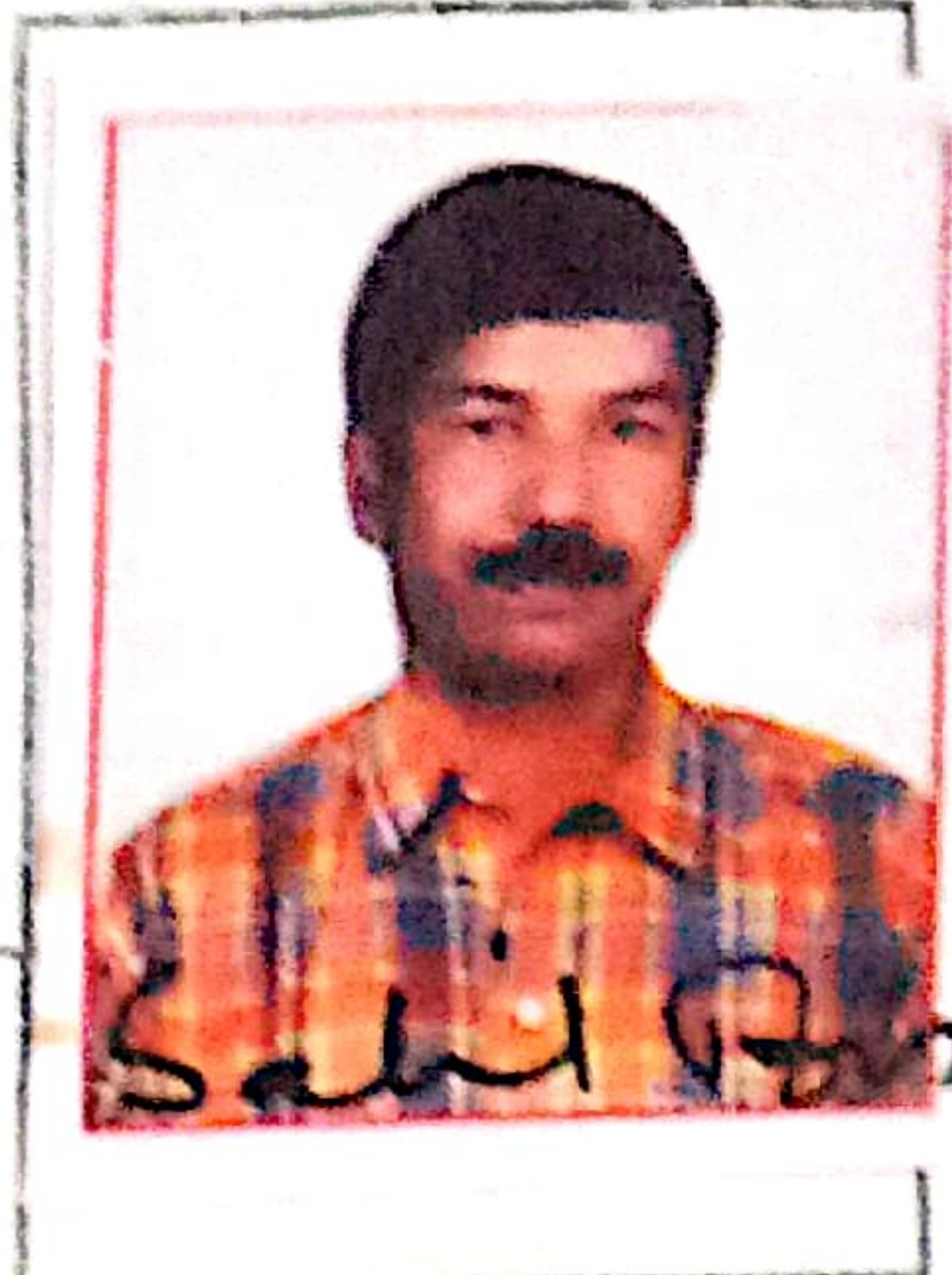
DISTRICT NORTH 24 PARGANAS


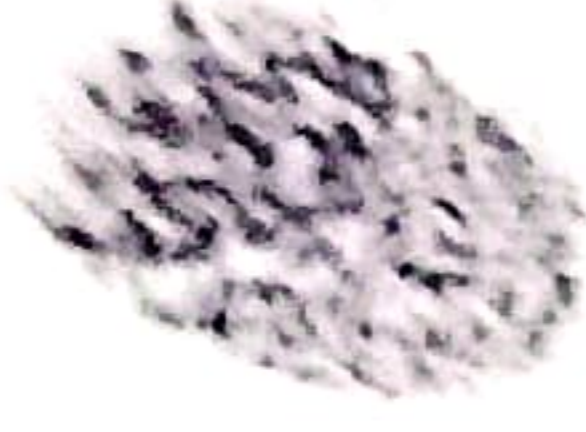
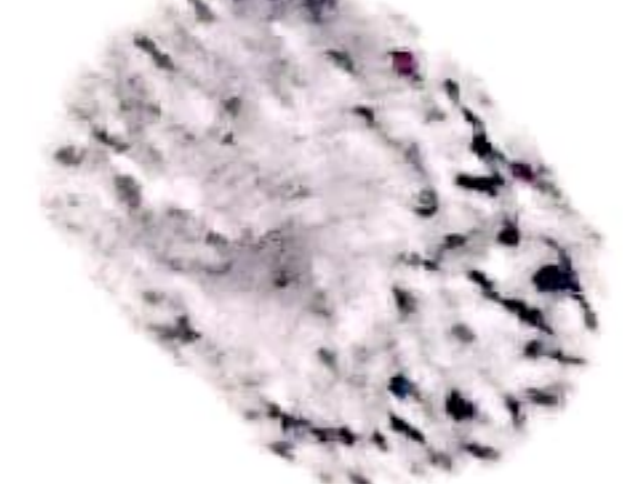
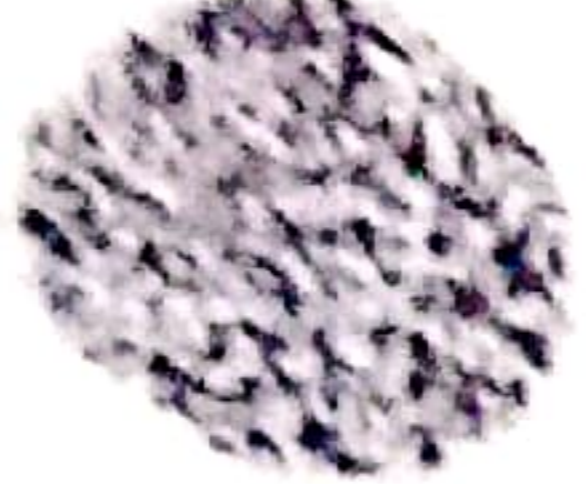

** OFFICE OF THE A.D.S.R.O. (B.K.P.) / NAHAH / D.S.R. BARASAT / COSSIPORE, DUMDUM / R.A. KOLKATA

STATUS: PRESENTANT

LEFT HAND FINGER PRINT NAME: SALIL BISWAS

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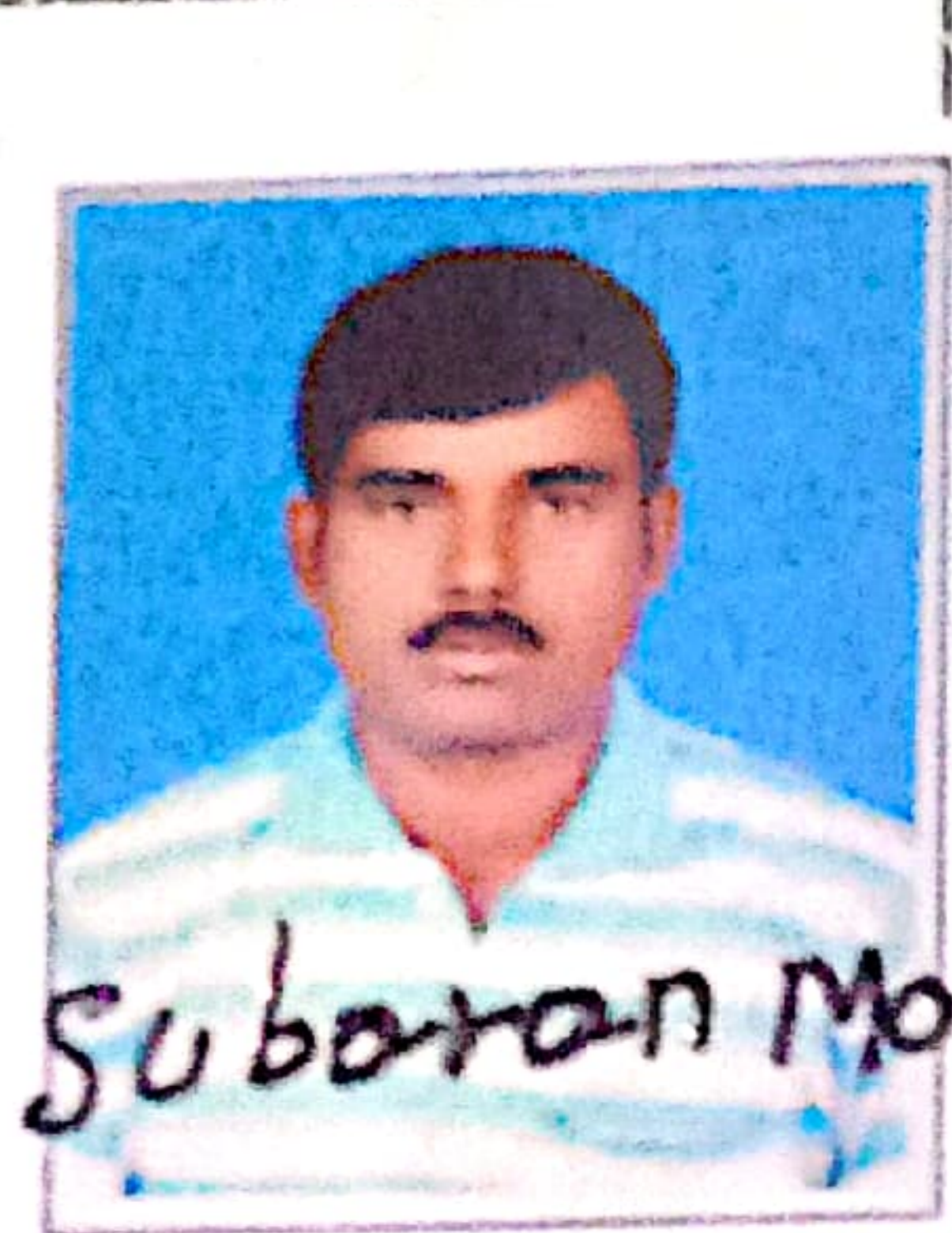
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RIGHT HAND FINGER PRINT

SIGNATURE: Salil Biswas

LEFT HAND FINGER PRINT NAME: SUBARAN MONDAL

LITTLE	RING	MIDDLE	FORE	THUMB
				



THUMB	FORE	MIDDLE	RING	LITTLE
				

RIGHT HAND FINGER PRINT

SIGNATURE: Subaran Mondal

LEFT HAND FINGER PRINT NAME: _____

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Space for photo

THUMB	FORE	MIDDLE	RING	LITTLE

RIGHT HAND FINGER PRINT

SIGNATURE: _____

LEFT HAND FINGER PRINT NAME: _____

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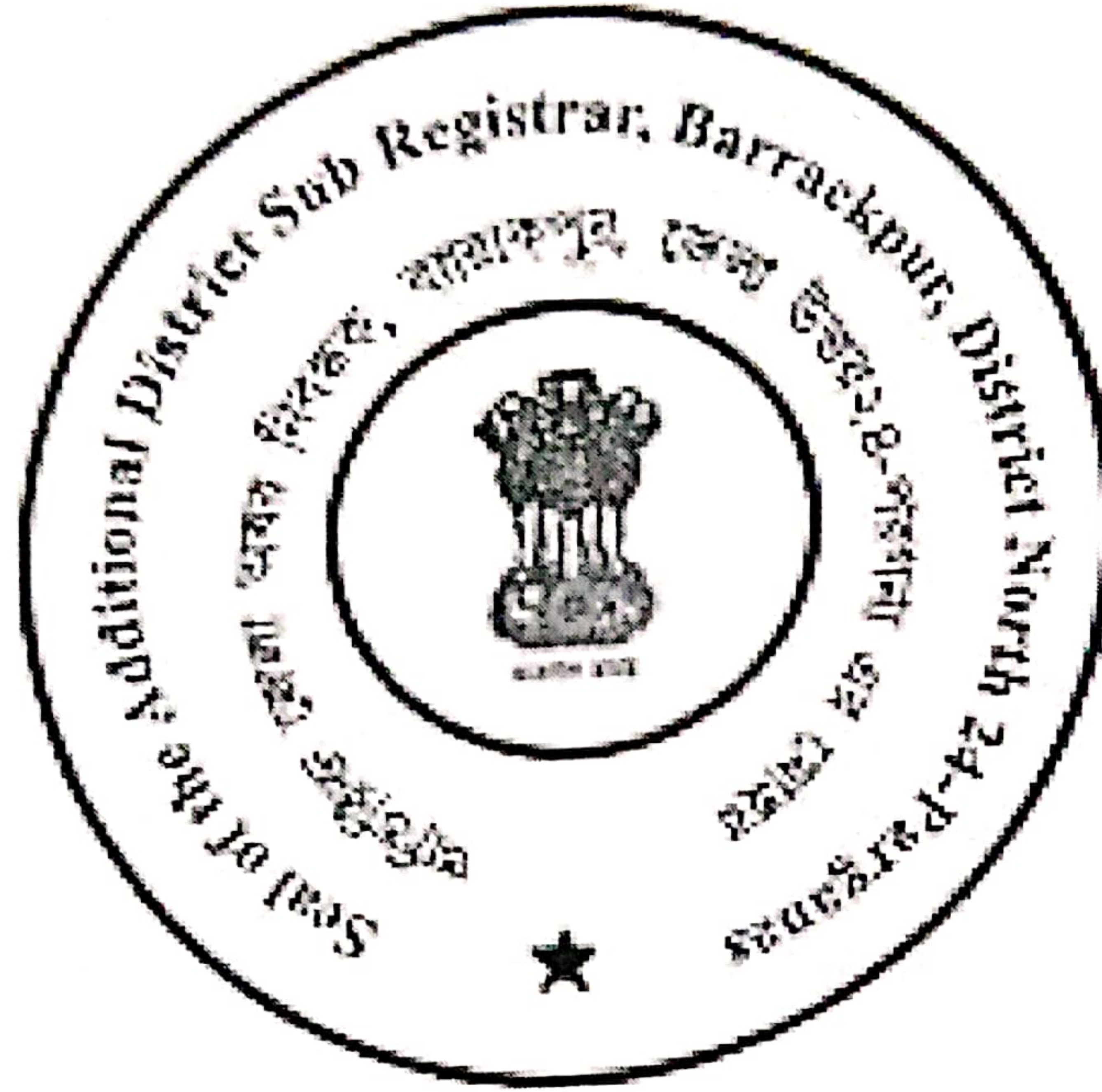
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Certificate of Registration under section 60 and Rule 69.

Registered in Book - IV

Volume number 1505-2018, Page from 4330 to 4348

being No 150500269 for the year 2018.



Digitally signed by ASIS KUMAR DUTTA
Date: 2018.04.26 13:55:40 +05:30
Reason: Digital Signing of Deed.

(Asis Kumar Dutta) 26/04/2018 13:55:13
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BARRACKPORE
West Bengal.

(This document is digitally signed.)