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भारत INDIA

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

U 026588



Uttam Biswas  
Chandani Roy  
Pardeep Misra

PARTNERSHIP DEED

THIS DEED OF PARTNERSHIP is made this 2<sup>nd</sup> day of March 2015 (Two Thousand Fifteen)

BETWEEN

**SRI UTTAM BISWAS**, son of Late Tarak Biswas, by faith - Hindu, by occupation - Business, residing at 19/6, Barisha Purba Para Road, P.S - Haridevpur, Kolkata - 700063 of



the **FIRST PART,**

02 MAR 2015

24 FEB 2015

43010

No.....Rs. 100/- Date.....

Name:.....*New Ideal Enterprise*

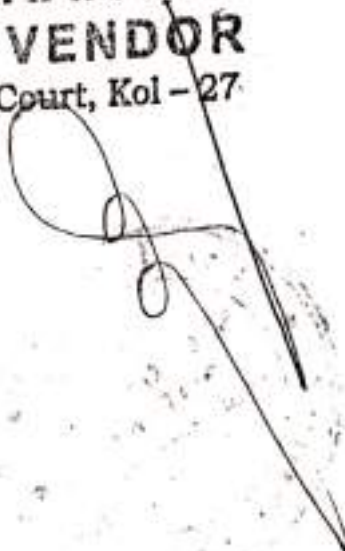
Address:.....*Bopanti Apartment 'A' Plot no. 6-1,  
46, Sukanta Sarani, Katab*

Vendor:.....

Alipur Collectorate, 24 Pgs. (S)

**SUBHANKAR DAS**  
**STAMP VENDOR**

Alipur Police Court, Kol - 27



43010 - 100/-

43011 - 50/-

150/-

पचास  
रुपये  
रु.50

FIFTY  
RUPEES

Rs.50



INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

R 465446



*Uttara Biswas*  
*Chandrani Roy*  
*Pardeep Mishra*

AND

**SMT CHANDRANI ROY** , wife of Sri Samiron Roy , by faith  
- Hindu , by occupation - Business, residing at 23/12,  
Barisha Purba Para Road, P.S Haridevpur, Kolkata - 700063,

**SECOND PART.**



24 FEB 2015

43011

No.....Rs. 50/- Date.....

Name:.....

Address:.....

Vendor:.....

Alipur Collectorate, 24 Pgs. (S)

**SUBHANKAR DAS**

**STAMP VENDOR**

Alipur Police Court, Kol - 27

New Ideal Enterprises

'Basanti' Apartment - Flat no. G-1,

46, Suktanla Sarani

Kat-63

AND

Uttam Biswas  
Chandni Roy  
Pankaj Mistry



**SRI PANKAJ MISTRY**, son of Sri Rakhal Mistry, Dy  
Hindu, by occupation- Business, residing at 37/17, Netaji  
Pally , Barisha Purba Para Road, P.S Haridevpur, Kolkata -  
700063, **THIRD PART.**

Now **THIS DEED WITNESSETH** and the parties hereby  
agree as follows:

1. The parties hereto shall at present constitute and  
become partners of the firm "**NEW IDEAL  
ENTERPRISE**" subject to the terms mentioned  
hereunder.
2. The name of the firm shall be "**NEW IDEAL  
ENTERPRISE**" address 46, Sukanta Sarani, "BASANTI  
APARTMENT", Flat No. G-1, P.S Haridevpur, Kolkata -  
700063,



That the objects of the partnership shall be Civil  
Mechanical Contractors and Engineers and Building  
Construction, Multi storied Building Construction, Land  
Developing and general order suppliers. The partners  
shall enter into engagements on behalf of the firm and

Uttam Biswas  
Chandrani Roy  
Pankaj Mistry



in the firms name only. The said name and objects may be altered hereinafter if so unanimously decided by both the partners then constituting the firm.

4. The capital of the firm shall presently be of Rs 3,00,000/- (three lakhs) only contributed by all the partner equally.

5. Both the partners shall be entitled Interest at the rate of 9 % per annum on the amount of their capital for the time being in the business and at the rate of 3 % per annum for further advances.

6. That the Partners shall get or receive monthly remuneration of Rs. 7500/- (seven thousand) only per month.

7. The partners shall be entitled to share the net profit of the business as reflected by the audited accounts and shall share the losses reflected by the audited accounts

of the firm in the following manner:-

Partner No.1 (**SRI UTTAM BISWAS**)—33.34 %

Partner No.2 (**SMT CHANDRANI ROY**)—33.33 %

Partner No.3 (**SRI PANKAJ MISTRY**)—33.33 %



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Uttam Biswas.  
Chandani Roy  
Parkey Mishra

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8. Any partner may retire from the partnership at the end of 1 years from the date of this deed, on giving to the other partner not less than three month notice in writing of his intention to do so and at the expiration of the said notice the partnership shall as regards the partner giving such notice stand dissolve and the partner retiring during the continuance of the partnership shall not ,during the remainder of the partnership term, carry on or be interested directly or indirectly in any other business or in way of interfering with the business of the partnership, within a radius of 03 miles from the site of the firm's premises.

9. The retirement or death or insolvency of any partner shall not have the effect of dissolving the partnership between the partners and the share of such retiring or deceased partner shall be purchased by one or more of the remaining partners at the price to be arrived at by the Auditor of the firm on the basis of the last Balance Sheet and the working result up to the date of retirement and such sum will be paid to the retiring



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Charoni Roy  
Pankaj Mishra



partner or the heirs of the deceased partner in four half yearly installments.

8. Every partner shall have the right to sell or mortgage his share or interest but such partner before selling or mortgaging to a stranger shall make the offer by registered letter to the other partners who shall have the first options to purchase the share at a valuation to be made. The Auditor shall value the share of the partner concerned on the basis of the Balance Sheet of the firm and in the event the outgoing partner does not agree to the valuation so made then he may get the share valued and he should be paid the average of the two valuations and such payment would be made in four half yearly installments.

9. No partner shall without the written consent of the other partners do any of the following things namely, dispose of or encumber of any assets of the firm, borrow any money or incur any liability on behalf of the firm or stop operation of any banking account or cancel any transaction entered into by the firm. No partners shall without the written consent of the other



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Chandani Roy  
Pakay Mishra



partners shall keep the business place closed and prevent any partner from entering into the business premises of the firm.

**10.** Any partner may be expelled from the partnership after giving him opportunity to explain his conduct or allegations against him as regards fraudulent conducts misappropriation of funds making secret profit or carrying some other business competitive to the business of the firm or using the know how and particulars of customers of the firm.

**11.** All outgoing and expenses of the partnership and losses including interest and capital shall be payable, first out of the profit next out of the capital and in case of further deficiency by the partners in the proportions in which they are entitled to share in the net profit of the firm.



**12.** An account of the partnership business shall be taken in every six months or at such time as the partner will determine and net profit shall be divided amongst the partners in the rates as prescribed above.

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Chandani Roy  
Pankaj Misra



13. That the partners shall open one or more current and other bank account in any Bank in the name of "NEW IDEAL ENTERPRISE" and the banking signatory and operation done by any two partners with the written permission of other partner by using official seal on documents.

14. All moneys and securities for the money belonging to the partnership firm (except money require for the current expenses) shall be paid and deposited to the Bank as the partners shall from time to time determine.

15. The partners shall keep proper books of accounts which shall be kept at place of business for the time being of the partnership and each of the partners shall have the power to access them and take copies of them.



16. The partners shall get the accounts audited by a qualifies auditor and such accounts to be finalized and

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Chandani Roy  
Pankaj Mistry

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copies of Profit and Loss Account and Balance Sheet to be furnished to each partner within six months of the closing of the Accounting Year which will end on 31<sup>st</sup> March of every year.

17. All the other matters for which no provision is made in the deed shall be decided by mutually by both the partners.
18. All notices to be given either to partner or by a partner to the firm hereunder shall be deemed to be duly served if addressed to such firm or the partner at the address given hereinabove and sent by registered post.
19. Any dispute or difference which may arise between the partners or their heirs or representatives or between the firm and a partner with regard to the construction meaning and effect of this deed or respecting accounts of profit and losses of the business of the firm or the rights and liabilities of the partners hereunder or dissolution or winding of the business or any other matter relating to the firm shall



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be referred to the arbitration and this clause shall be deemed to be the submission and reference to the arbitrator or procedure of appointment of the arbitrator within the meaning of Arbitration and Conciliation Act 1996 including any statutory modification thereof.

**IN WITNESS WHEREOF** the parties hereto have these present on the day, month and year first above written.

1. *Uttam Biswas.*
2. *Chandani Roy*
3. *Parul Mishra*



**SIGNATURES OF PARTNERS**

Drafted by:-  
**Identified by me**

**Advocate**  
Pinaki Ranjan das  
Advocate  
Alipore Court,  
Kol - 27

Signature Attested  
on Identification

S. C. GHOSH, Notary  
Alipore Police Court, Kol-27  
West Bengal, Govt. of India

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