



পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL







# **Deed Of Partnership**

THIS DEED OF PARTNERSHIP is made on this the 12 th day of

### AMONG

SRI BHANU BEPARI, son of Sri Amulya Bepari, by Religion: Hindu, by Occupation: Business, residing at 1No. Suryasen Nagar, P.O. & P.S. - Khardah, Dist. - North 24 Parganas, Kolkata - 700117; hereinafter called and referred to as the

FIRST PARTNER OF THE FIRST PART.

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PACHA RAMAN DAS STARY (COV). OF W.B., BARRACKPONE WORTH 24 PARGANAS REGO 140, 9492

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D. Mukherjee

Advocate - BKP court COR CHAIR CHILL STANT COLOR এ ভি. এল আর বারাকপুর NO- 121 THE SENT STATE OF 2 16-2'000

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### AND

SRI SOUMEN DAS, son of Late Ramendra Nath Das, by Religion: Hindu, by Occupation: Business, residing at 1No. Suryasen Nagar, P.O. & P.S. - Khardah, Dist. - North 24 Parganas, Kolkata - 700117, hereinafter referred to as the SECOND PARTNER OF THE SECOND PART.

#### AND

SRI SUKANTA MUKHERJEE , son of Susanta Mukherjee, by Religion : Hindu, by Occupation : Business , residing at 11/7 , Ram Chand Mukherjee Lane , P.O. & P.S. – Baranagar , Kolkata 700090 , hereinafter referred to as the THIRD PARTNER OF THE THIRD PART.

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The First Party, the Second Party and the Third Party are also together called the "PARTNERS" and which unless repugnant to the context include their respective heirs, assigns and legal representatives.

**WHEREAS** the Parties hereto have agreed to share the Profits of the Business to be carried on by them in Partnership on terms and conditions as follows

- O1. NAME AND PROJECT: The Parties hereto shall at present constitute and become Partners of the firm "ANNAPURNA GRIHA UDYOG" subject to the terms and conditions hereunder contained to such modification in its constitution or object clauses as may hereinafter be agreed. The name of the firm may be altered and/or changed to some other name if so unanimously decided by all the Partners then constituting the Firm and the Firm shall run its Business from its Office Address lying at "BISWABINA APARTMENT", 114/89/7 I. C. Road, P.O. Rahara, P.S. Khardah, Dist. North 24 Parganas, Kolkata 700118.
- DEVELOPMENT AND OTHER ALLIED JOBS. But the object of the firm may be changed to some other business or businesses as the Partners may so desire for the interest of the Firm.
- 03. CAPITAL: That the FIRST PARTNER and SECOND PARTNER herein each shall contribute equal amount of Rs. 1,00,000/(Rupees One Lac) only and the THIRD PARTNER herein shall contribute an amount of Rs. 2,00,000/- (Rupees Two Lac)

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arranged by the Partners themselves or from outside creditors, banks, Governments or from other financial institutions on terms and conditions mutually agreed upon by and between the partners and the loan creditors.

- 04. SHARE OF PROFIT AND LOSSES: That the Profits or Losses in the partnership business after deducting all the outgoings, payment of salary, bonus, commission and interest on capital to the partners hereinafter mentioned shall be divided among the Partners in the manners as follows:
- (A) SRI BHANU BEPARI : 25% (Twenty Five Percent).
- (B) SRI SOUMEN DAS : 25% (Twenty Five Percent).
- (C) SRI\_SUKANTA MUKHERJEE: 50% (Fifty Percent)
- **O5. REMUNERATION AND INTEREST ON CAPITAL**:- That the Partners of the Firm are working Partners and they shall be paid some remuneration by way of monthly salary in the following manners:-
- (A) SRI BHANU BEPARI : 5,000/-
- (B) SRI SOUMEN DAS : 5,000/-
- (C) SRI SUKANTA MUKHERJEE: 10,000/-
- 06. BANK ACCOUNT :- That the Partners shall open under the name of the Partnership Firm and maintain Bank Account(s) with any bank(s) and the same shall be "OPERATED JOINTLY BY ANY TWO OF THE PARTNERS "of the Firm.

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- 07. SIGNATORY POWER: That when any movable and/or immovable property of the Firm required to be transferred all the Partners of the Firm jointly have right to sign and execute in such transferred Deed on behalf of the Firm.
- **O8. EXAMINATION**: That the entire Bank Account shall be checked by all the partners at least once in a week.
- O9. FURTHER AMOUNT: That for the purpose of running of the business if cash money is required that money shall be kept with the custody of any one of the partners settled by the partners and he shall be bound to keep proper accounts for the same and shall submit the same before all the partner at least once in a week.
- 10. <u>LIABILITIES</u>:- That any personal liability or outside liabilities of any partner shall not be effected in this partnership business. All that is
- 11. PARTNERS' SINCEARITY: That the partners shall attend diligently to the business of the partnership and carry on the same for the greatest advantages of the partners.
- 12. BOOKS OR ACCOUNTS: That the partners shall keep and maintain proper books of account. The books of Account, Securities, Vouchers, etc. shall be kept at the place of the business and be open to the inspection of each partner at all reasonable working hours of the business.
- 13. BANKING YEAR: That the accounting and financial year of the firm shall be from the 1st day of April to the last day of 31st March in each year.

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- **14. DISCHARGE**:- That the partners shall Punctually pay and discharge their separate debts and liabilities and shall indemnify and keep indemnified the firm effectually against the same.
- death of any partner the partnership so created shall not stand dissolved in which case the legal heirs of the deceased partner shall step into the shoes and shall continue the Partnership Firm and if the legal heirs of the deceased partner does not intend to join in the firm in that case the Profit and Loss of the firm in respect of the share of the deceased partner shall be disbursed to the respective legal heirs.
- **RETIREMENT:** That if any partner intends to retire from the partnership firm in that case he shall have to give One Month's prior notice in writing to the remaining partner of his intention to do so.
- 17. **FIRM'S PROPERTY**: That if any partner intends to purchase any Shop Room or Flat or Apartment in the building which is to be constructed by the partnership in that case he shall have purchased the same on the basis of the market price available in the locality.
- **18. AUTHORISATION**:- That the partners shall have the liberty to execute Power of Attorney to the remaining partner but no partner can give any power to any outsider.
- 19. ABIDE BY: That for all other purposes for which no provisions is made herein, the partnership herein created shall be governed by the provisions of the Indian Partnership







- 20. <u>COMMENCEMENT</u>:- The partnership herein created shall be deemed to have been commenced on and from the 1<sup>st</sup> day of January, 2016.
- 21. AMALGAMATION AND PARTNERSHIP :- That the partnership may, as mutually agreed upon by the partners, amalgamate with or may enter into any agreement for sharing profits, joint venture or reciprocal concession with any person, firm, company or any other organization which may directly or indirectly benefits the firm.
- ARBITRATION :- Any dispute or difference which may arise 22. among the partners with regard to the construction, meaning and effect of this Deed or any part thereof, or respecting the accounts, profits or losses of the business, or the rights and liabilities of the partners, or the dissolution or winding up of the business or any other matter relating to the firm , shall be referred to arbitration and the decision of a sole arbitrator, if the parties is dispute so agree, otherwise to two or more arbitrators, according to the number of the partners of the firm one to be nominated by each party and in case of difference of opinion among them, by the umpire selected by them at the commencement of the difference and this clause shall be deemed to be a submission within the meaning of the Arbitration Act, 1940 including its statutory modification and re- enactment.
- 23. MODIFICATION AND ALTERATION: Notwithstanding anything stated or provided herein, the partners shall have full power and discretion to modify, alter or vary the terms and conditions of this partnership deed in any manner

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whatsoever they think fit, by mutual agreement which shall be in writing and signed by all the partners and thereupon the said writing shall become appendage and part of this deed.

24. PERIOD OF OPERATION: That the aforesaid terms and conditions shall be operative and binding during the continuance of the partnership business or till reconstituted by the partners at any time by mutual consent and agreement.

**IN WITNESS WHEREOF** we the above named Partners hereto have hereunto set and subscribed our respective hands and signatures on this, day, month and year first hereinabove written.

SIGNED, SEALED AND DELIVERED BY THE PARTIES IN PRESENCE OF

## **WITNESSES:-**

1. Arun Louis Bosepara, D. o. Nharry 167-117 Bham Berani

Signature of the First Partner

2. Topal A Matri Mandin

Sunchar. KO-115

Soumen Das

Signature of the Second Partner

Drafted & Prepared by:

Deboise Mux Leires

( Sri Debasish Mukherjee ) Advocate , Barrackpore Court

Computer Typed By:

Scripel Dan

(Sanbjib Das, Barrackpore)

Sukanta Mukherjee

Signature of the Third Partner

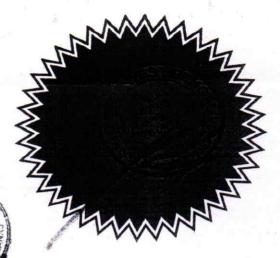
OTARY (GOVT OF W.S.)
SARRACK BORF
MORTH 24 DARGANAS
PEGD NO. 9/82

MADHA RAMAN DAS NOTARY SANT SERVICE CORP SECONDO SECONDO

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DATED 2 8 DEC 2015



In the Matter of:
Instrument 'A'
and
in the Matter of:

NOTARIAL CERTIFICATE

# RADHA RAMAN DAS

ADVOCATE

&

**NOTARY PUBLIC** 

Govt. of West Bengal (INDIA)
OF BARRACKPORE COURT

Dist.: North 24 Parganas

West Bengal

# PROFESSIONAL ADDRESS:

Kalyangram, P.O. Bengal Enamel (Palta) P.S. Titagarh, Dist. North 24 Parganas

Regd. No. : 9/2002 Mob. : 9239092992

Resi: 2594-2294