



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

Y 942808



BEFORE NOTARY PUBLIC

PARTNERSHIP DEED

This Deed of Partnership is made in Kolkata on 22nd..day of April Two thousands and Nineteen of Christian Era

Between

SHRI BISWARUP CHAKRABORTY (PAN ACPPC8383D) Son of Late Sunil Kumar Chakraborty, by religion-Hindu, by nationality-Indian, by occupation-Business, residing at 22/1, Mahadeb Ghosal Road, Ariadaha, Kolkata-700057, Police Station- Belghoria, District North 24 Parganas hereinafter referred to as the party hereto of the First Party (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, administrators, representative and assigns) Party of the first Part.

AND

NIRMAN PROPERTIES

NIRMAN PROPERTIES
Amit Chakraborty
Partner

NIRMAN PROPERTIES
Nataly Narayan
Partners

NIRMAN PROPERTIES

NIRMAN PROPERTIES
Binit Chakraborty
Partner

NIRMAN PROPERTIES

NIRMAN PROPERTIES
Manjushree Narayan
Partners

ক্রমিক নং 841 তারিখ 12-10-12

মূল্য :- 150/-

ক্রয় :-

ঠিকানা :-

জেতার :- Ranjita Pal

লাইসেন্স প্রাপ্ত স্টাম্প ভিজার

কালিপুর দফতর: ১ ডি. ১৭ নং সার অফিস

জেতারের নাম :- রঞ্জিতা পাল

ট্রেজারির নাম :- ব্যারাকপুর

টি ভি নং :-

স্টাম্প বরিদের তারিখ

ই টি. ভি. নং স্টাম্প টিকের

স্টাম্প বরিদের নং :-

11 OCT 2017

530006

SANDIPAN BERA
Advocate
Barrackpore Court

Serial 841 Rs 150/-
" 842 Rs 50/-

Rs 100/-



Vertical text on the right edge, possibly a date or reference number.

PROFORMA RECEIPT

भारतीय गैर न्यायिक

पचास
रुपये
₹.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

V 713355



Smt. Putul Chakraborty
NIRMAN PROPERTIES
Partners

SMT. PUTUL PAUL (PAN AFQPP7342P) Wife of Shri Tapan Kumar Paul, by religion-Hindu, by nationality-Indian, by occupation-Business residing at Plot No. 3 , 4 M.M. Feeder Road ,Post Office and Police Station-Belghoria, Kolkata-700056, District North 24 Parganas hereinafter referred to as the party hereto of the **Second Party** (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, administrators, representative and assigns) **Party of the Second Part.**

AND

Sri Arup Chakraborty
NIRMAN PROPERTIES
Partner

SRI ARUP CHAKRABORTY (PAN ACPPC8382C) son of Late Sunil Kumar Chakraborty of 22/1, Mahadeb Ghosal Road, Kolkata – 700 057 North 24 Parganas P.O. – Ariadaha, P.S. – Belghoria, aged about 55 Yrs. By occupation Business hereinafter referred to as the party hereto of the **Third Party** (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, administrators, representative and assigns) **Party of the Third Part.**

Arup Chakraborty
NIRMAN PROPERTIES
Partner

Putul Paul

Manoj Kumar Das
NIRMAN PROPERTIES
Partner

23 APR 2019

Manoj Kumar Das
NIRMAN PROPERTIES
Partners

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ক্রমিক নং ৪৫২ তারিখ ১৩-১০-১৭
মূল্য :- ৫০/-
স্বাক্ষর :-
ঠিকানা :-
ভেদার :-
লাহিসে, প.স. বিলা, কলকাতা
কালিপুর দা. র. অফিস

SANDIPAN BEKA
Advocate
Barrackpore Court

Tribunal on 15/10/17

ভেদাঃ... কাজী গাফিল
টোলারি নাম :- বাবা গুর...
টিভি নং :- 1-1 OCT 2017
স্ট্যান্ডার্ড বন্ডের অর্ধাংশ
এ টি. ভি. নং মেসেজ কল টোলারি
স্ট্যান্ডার্ড বন্ডের অর্ধাংশ 530000

A N D

SHRI SWARUP CHAKRABORTY (PAN ACPPC8384E) Son of Late Sunil Kumar Chakraborty, by religion-Hindu, by nationality-Indian, by occupation-Business, residing at 22/1, MahadebGhosal Road, Ariadaha, Kolkata-700057, Police Station-Belghoria, District North 24 Parganashereinafter referred to as the party hereto of the **Fourth Party** (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, administrators, representative and assigns) **Party of the Fourth**

A N D

SHRI MALAY NARAYAN ROY (PAN. ACRPR4701J) Son of Late MadanGopal Roy, religion-Hindu, by nationality-Indian by occupation-Business, residing at 110/10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station-Belghoria, District North 24 Parganas. Parganashereinafter referred to as the party hereto of the **Fifth Party** (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, administrators, representative and assigns) **Party of the Fifth** **Part.**

A N D

SHRI MAYUKH NARAYAN ROY (PAN. AGWPR8234M) Son of Sri Malay Narayan Roy, by religion-Hindu, by nationality-Indian by occupation-Business, residing at 10/10, Kumud Ghosal Road, Ariadaha, Kolkata-700057, Police Station-Belghoria, District North 24 Parganas. Parganashereinafter referred to as the party hereto of the **Sixth Party** (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, administrators, representative and assigns) **Party of the Sixth** **Part.**

WHEREAS The parties aforesaid with effect from 22.04.2019 have been carrying on business in Co-partnership as promoters/Developers for the development of any land or as contractor for the construction of any kind of civil construction work such as Road, Building, Bridge. Housing Complex etc. in any where in India in any department both Govt. & Private and secure orders from the P.W.D. CMDA, WBSEB, Govt. of West Bengal.

AND WHEREAS the Parties have mutually agreed upon to carry on the business in co-partnership as Promoters, Contractors & General order Suppliers which will include the work construction of Housing Complex, any type of Multistoried Building, Road construction, Houses & Staff quarters, Fresh suppliers, Building materials supply or any work or supplies as decided by the partners from time to time.

HOW THIS DEED WITNESSES THAT the parties hereto hereby mutually agreed as follows:-

NIRMAN PROPERTIES
Partner
Asif Chakraborty
NIRMAN PROPERTIES
Partner
Pulkit Paul
Partners

NIRMAN PROPERTIES
Partner
Malay Narayan Roy
Partner

NIRMAN PROPERTIES
Partner
Mayukh Narayan Roy
Partner

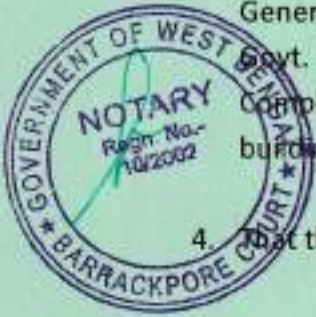
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SWARUP CHAKRABORTY
Partners

NIRMAN PROPERTIES
Partner
Asif Chakraborty
Partners

1. That the Name of the partnership Firm shall be " NIRMAN PROPERTIES" with it's office at 110/10, Kumud Ghosal Road, Kolkata – 700 057 or at such other place or places as mutually agreed upon from time to time.
2. That the business of the partnership has already commenced and shall be deemed to have Commenced effect from 22.04.2019 for all purpose.
3. That the business of the Partnership shall be to act as promoters, contractors & General Order suppliers which will include taking contracts from Central Govt., State Govt. PWD, KMDA, MES and other Govt. and semi Govt. bodies for Housing Complex construction, Road construction, Multistoried construction, supply of building materials and other items as mutually agreed upon.
4. That the partnership shall be at will.



5. That the capital of the firm will be contributed by the partner as per their profit sharing ratio.
6. That the partnership business shall observe the accounting year from 1st April to 31st March every year. Accounts will be maintained in English language or in any other language as mutually agreed upon from time to time.

7. That the profits or losses of the firm shall be distributed among the partners in the following proportion:-

1 st Party	25.00 (Twenty Five) %
2 nd Party	25.00 (Twenty Five) %
3 rd Party	12.50 (Twelve Point Five) %
4 th Party	12.50 (Twelve Point Five) %
5 th Party	10.00 (Ten) %
6 th Party	15.00 (Fifteen) %

8. It is hereby agreed by the parties hereto that they shall devote their time and attention to the conduct of the affairs of the firm as the circumstances and the business need may require and in line of their being actively engaged in the business the partners shall be paid remuneration as under:-

- a) in the case of loss or book Rs. 1,50,000/- or 90% of the Book profit up to Rs. 3,00,000/- for the year. book profit whichever is higher.
- b) in respect of balance of book 60% of the book profit.

NIRMAN PROPERTIES
Anand Chatterjee
Partner

NIRMAN PROPERTIES
Mukul Chatterjee
Partner

NIRMAN PROPERTIES
Mayank Chatterjee
Partner

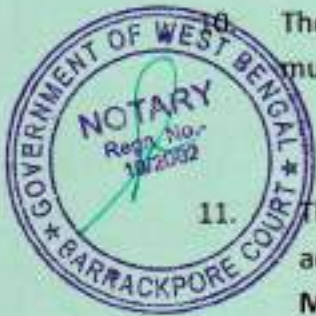
22 APR 2019

Profit.

Book profit shall mean the profits as defined U/S 40(b) of the Income Tax Act., 1961 or any statutory modification or reenactment for the time being in force Such total Salary / remuneration shall be paid to the working partners.

9. The aforesaid salary / remuneration allowable will restrict to an amount so that the aggregate of salary / remuneration does not exceed the deduction allowable U/S 40(b).

10. The partners shall be entitled to increase or reduce the remuneration as may be mutually agreed upon.



11. That one or more Bank Account shall be opened in the name of the firm and The account will be operated by **SRI ARUP CHAKRABORTY & SMT PUTUL PAUL & Sri Mayukh Narayan Roy** jointly and shall make sign endorse, accept, negotiate, discount, issue cheque, bill of exchange, hundies, and other negotiable instruments or like nature on behalf of the partnership.

NIRMAN PROPERTIES
Sri Arup Chakraborty
Partners

12. The capital of the partnership business shall be in such a manner as may be agreed upon and same need out be in the same proportion to their share of partnership.

13. Interest rate 15% on the capital employed in the firm will be mutually decided by the partners of the firm time to time or as may be prescribed U/S 40(b) (iv) of the Income Tax Act 1961 or any other applicable provision as may be in force in Income Tax assessment of the partnership firm for the relevant accounting period shall be paid to the partners.

14. Parties hereto may amend alter, modify, add to delete or vary any of the terms of this Agreement by mutual Agreement in writing and the same shall form part of this Deed for all purpose.

NIRMAN PROPERTIES
Putul Paul
Partners

15. That if necessary the partners may by mutual consent and on such terms and conditions as they shall decide admit any new partner or partners in the partnership business from time to time excepting minors.

NIRMAN PROPERTIES
Arup Chakraborty
Partners

NIRMAN PROPERTIES
Mayukh Narayan Roy
Partners

NIRMAN PROPERTIES
Mayukh Narayan Roy
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- 16. That on death or retirement of any partners the partnership shall not stand dissolved but shall be continued by the surviving partners or along with the heirs of legal representative of the deceased partner by taking into/or by admitting to the benefits of the partnership if there is any minor heir or heirs or legal representatives of such deceased partner.
- 17. That each partner shall pay his / her personal debt and liabilities if any and shall always keep the firm and other partner free from any loss or damage for any of the partner debt or liabilities.
- 18. That neither partner shall without the consent of the other partners:
 - a) Assign or charge his share in the assets or profits of the firm.
 - b) Secure any surety or guarantee for any person or do or knowingly suffer any thing whereby any partnership property may be endangered.
 - c) Except in the ordinary course of business give any security or promise for payment on account of the firm.
 - d) Lend any money or monies or deliver upon credit any of the goods of firm to any person or persons whom the above partners shall have previously forbidden him to trust.
 - e) Except in the ordinary course of trade, dispose by pledge sale or otherwise of any part of the partnership profits.



NIRMAN PROPERTIES
 Partners
Sumanpreet Kaur

- 19. If any party is guilty of misconduct the other parties may notify in writing such guilty party who unless he makes amends therein to the satisfaction of the other parties within a reasonable time of such, notification, which shall not exceed a month, shall be deemed to have retired from the firm and his rights and liabilities shall be determined accordingly.

- 20. That on the termination of the partnership the parties hereto shall cause, a full and accurate inventory to be prepared of the affairs of the partnership taking into account all the assets, liabilities existing or contingent as well as the goodwill of the partnership, Losses, including deficiencies of capital, be paid first out of profits next out of capital and lastly, if necessary by the parties individually in the proportions to which they were entitled to share profits. The assets of the firm including any sums contributed by the parties to make up deficiencies of capital, shall be applied in following manner and order:-

- 1. In paying the debt of the firm to the third parties.
- 2. In paying each partner ratably what is due to him from the firm for advances as distinguished from capital.
- 3. In paying to each partner ratably what is due to him on account of capital and

NIRMAN PROPERTIES
 Partners
Pratibha Paul

NIRMAN PROPERTIES
 Partners
Arpit Chatterjee

NIRMAN PROPERTIES
 Partners
Malay Kumar Das

NIRMAN PROPERTIES
 Partners
Mayank Narayan

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4. The residue, if any, shall be divided among the partners in the proportion in which they were entitled to share profits.

21. That any notice hereby required or authorized to be given to any of the said partners shall be sufficiently given by having the same addressed to him at the principal place of business of the firm or by sending the same registered post to his usual or last known place of address.

22. In the event of any dispute or differences between the parties in connection with this partnership or regarding the interpretation of this Deed arising between the partners shall be referred to arbitration in accordance with the Indian Arbitration Act. 1940.

23. That matters not specifically mentioned hereinbefore shall be governed by the provisions of Indian Partnership Act. 1932.

24. Registration of the flat / garage / shop / Commercial spaces will be done by **Sri Biswarup Chakraborty**, on behalf of the company and in that event other partners have no objection.

25. **Sri Biswarup Chakraborty** will sign in the Registered Development Agreement with the Land owners on behalf of the company and in that event other partners have no objection.

26. **Sri Biswarup Chakraborty** also sign every documents related to the developmental work such as affidavit , any court matter , Municipal related works , BI& LRO related work , Issue of possession Letter , Any loan Documents for intending purchaser , Agreement for sale etc.

27. That the Partners referred to above may retire from the business provided two months notice is to be given to the firm stating the intention of retirement to when the existing / continuing Partners. Partners may accept the same, if so, the retiring partner will be paid the money or monies so contributed to the firm with interest and profit as per balance sheet so reflected save and except the goodwill. Since the goodwill as a whole will be the asset of the firm. Be it mentioned here that parties are entitles to retire from the business at the end of the year.



Sri Biswarup Chakraborty
NIRMAN PROPERTIES
Partners

Sri Biswarup Chakraborty
NIRMAN PROPERTIES
Partners

Arup Chakraborty
NIRMAN PROPERTIES
Partners

Manoj Kumar
NIRMAN PROPERTIES
Partners

Mayukh Narayan
NIRMAN PROPERTIES
Partners

23 APR 2019

IN WITNESS WHEREOF all the partners hereto have put their respective signature of this Deed of partnership in the presence of the witnesses on the date, month and the year above written.

Signed and Delivered and Identified in the presence of:

Witnesses:

1. Dipankar Datta
NO-2, Durgamgar
P.O+PS - Chandaha
Dist - Nadia.
Pin - 741222

2. Bisita Chakraborty
37 Swas Pally,
Kalkata - 108.

NIRMAN PROPERTIES

Biswarup Chakraborty

Partner

(Party hereto of the First Party)

NIRMAN PROPERTIES

Putul Paul

Partner

(Party hereto of the Second Party)

NIRMAN PROPERTIES

Arup Chakraborty

Partner

(Party hereto of the Third Party)

NIRMAN PROPERTIES

Swarup Chakraborty

Partner

(Party hereto of the Fourth Party)

NIRMAN PROPERTIES

Malay Narayan Roy

Partner

(Party hereto of the Fifth Party)

NIRMAN PROPERTIES

Mayukh Narayan Roy

Partner

(Party hereto of the Sixth Party)

Prepared by :- Sandipan Bera
(SANDIPAN BERA)

ADVOCATE

BARRACKPORE COURT

ENROLLMENT NO. WB-618/2007

23 APR 2019

ATTESTED

NOTARY

Supil Kr. Nandy
Regd No - 10/2007

23 APR 2019

