





क्रियवका पश्चिम बंगाल WEST BENGAL

\$ 2386





BETWEEN

SRI PRABIR DEBNATH, son of Sri Mrinal Debnath, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at : 36/39, Central Road, P.O. Nona Chandanpukur, Barrackpore, P.S. Titagarh, Dist - North 24 Parganas, Kolkata - 700122, hereinafter referred and called to as the "FIRST PARTY" (which expression shall unless exclude or repugnant to the context be deemed to include his legal heirs, successors, representatives, administrators and/or assigns) of the FIRST PART.

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SRI TAPAS ROY, Son of Late Paresh Chandra Roy, by occupation dusiness, by caste Hindu, by Nationality Indian, at present residing at 22, K.C. Roy Lane, P.O. Ichapur-Nawabgani, P.S. Noapara, District-24 Parganas (North)-743144, hereinafter referred and called to as the "SECOND PARTY" (which expression shall unless excluded by or repugnant to the subject or context shall deemed to mean include his legal heir—heirs, representative—representatives, assigns, successor or successor's in interest).

NOW THIS DEED WITNESSETH AND the parties hereby agree as follows:--

 The parties hereto shall at preset constitute and become partners of the firm under the name and style as <u>SHELTER CONSTRUCTION</u>". a partnership firm having its place of business at 36.29. F. Road, P.O. Nona-Chandanpukur, Barrackpore, P.S. Fitagarh, Kolkata - 700-122, subject to the terms and hereunder contained and subject to such modifications may be required from time to time.

The name of the firm shall be present be "SHELTER CONSTRUCTION" and the objects of the partnership shall

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be at present to be involved in General Order Suppliers and Construction, Promoting & Development work at different places, the partners herein shall enter into engagements on behalf of the firm in the firm's name only. The said name and the objects may be altered hereafter if, so jointly decided by both the partners constituting the firm.

- The business of the instant partnership shall be carried on at present 30/E, Central Road, P.O. Nona Chandanpukur, Barrackpore, P.S. Titagarh, Dist - North 24 Parganas, Kolkata - 700122 or at such other places as the partners shall from time to time determine and the partners have taken the said portion of the premises on monthly rental basis.
- Any partner may retire from the partnership at the end of financial years and (the financial years will be from the 1st day of April to 31st day of March of every year) on giving not less than three months prior notice as regards the partnership giving such notice will stand as dissolved.
 - The retirement or death or insolvency of any partner shall not effect of dissolving the partnership firm and the share of such

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retiring partner or deceased partner shall be purchased by the other partner.

- The capital of the partnership business shall be a sum of Rs. 10,00,000/- (Rupees Ten Lakh) only and each partner will invest the same in the following manner:
- Rs. 5,00,000/-First Partner i)
- Rs. 5,00,000/-Second Partner
- ii) and if any further investment will be required then the partners shall invest the said amount in proportion as per their capital investment.
 - That all the profit and loss of the said partnership business shall be borne by and between the partners by as follows:

Profit & Loss Name 50 % First Partner 50 % Second Partner

All outgoings and expenses of the Partnership and all loss including interest on capital, shall be borne by the partners as per their proportionate ratio of capital investment.

- An account of the partnership business shall be taken every one month, or at such times as the partners shall determine, and the net profits shall be divided between the partners after
- The Partners shall get the accounts audited by a qualified auditor and such accounts to be finalised and copies of profit & loss accounts (monthly) and the balance-sheet to be furnished to each partner within one month from the date of closing of the accounting year which will end on 31st March of every year and based on which the partners will be entitled to receive their remaining net profits.

completion of works.

- The partners shall keep proper books of account which shall be kept at the place of business for the time being of the partnership and each partner shall have access to and power to take copies of the same.
- 12. The Bankers of the Firm shall be in any nationalised Bank or such other Bankers as the partners from time to time mutually agree upon, and all moneys, cheques and other securities belonging to the firm, except those required for current expenses, shall be paid into or deposited with the said Bank

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IN WITNESS WHEREOF the parties to those presents have set and subscribed their respective hands and seal on the day month and year first above written.

SIGNED SEALED AND DELIVERED

IN THE PRESENCE OF : -

1.

2.

Signature of the First Part

Signature of the Second Part

SRI PRABAL BHATTACHARYYA

Advocate Barrackpore Court

COMPUTER TYPED BY

SANTANU GUPTA BARRACKPORE DIST - NORTH 24 PARGANAS

2.1 JUN 2016 18.1 JE-