



पश्चिम बंगाल, पश्चिम बंगाल WEST BENGAL

S 238608



(2)

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.

[Handwritten Signature]
PRABIR DEBNATH
NOTARY - 2262
GOVT. OF INDIA

21 JUN 2016

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PRABIR DEBNATH SIL

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2016/06/21
Prabir Debnath's Son
36/39 Central Road
Barrackpore
Pr. Prabin

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2023 সাল 21/6/2023
 নাম: Prokash Deb Nath & Son
 নাম: Central Road
 ঠিকানা: বনগাঁও
 জন্ম তারিখ: ০৫/০৫/২০২৬
 মোট মূল্য: ২,০০,০০০

রি. সাজ
 জন্ম তারিখ: ০৫/০৫/২০২৬
 মোট মূল্য: ২,০০,০০০

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AND

SRI TAPAS ROY, son of Late Paresh Chandra Roy, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at: 22, K. C. Roy Lane, Nawabganj, P.O. Ichapore Nawabganj, P.S. Noapara, Dis - North 24 Parganas, hereinafter referred and called to as the "**SECOND PARTY**" (which expression shall unless exclude or repugnant to context be deemed to include his legal heirs, successors, representatives, administrators, and /or assigns) of the **SECOND PART**.

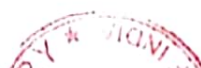
NOW THIS DEED WITNESSETH AND the parties hereby agree as follows :-

1. The parties hereto shall at present constitute and become partners of the firm under the name and style as **SHELTER CONSTRUCTION**, a partnership Firm having it's Place of business at : 30/E, Central Road, P.O. Nona Chandanpukur, Barrackpore, P.S. Titagarh, Dist - North 24 Parganas, Kolkata - 700122, subject to the terms and hereunder contained and subject to such modifications may be required from time to time.

2. The name of the firm shall at present be **SHELTER CONSTRUCTION**, and the objects of the partnership shall

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GOVT. OF INDIA
2-1 JUN 2018





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.

3. 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.
4. 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.
5. 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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GOVT. OF INDIA
21 JUN 2016

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

6. 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 :


- i) First Partner Rs. 5,00,000/-
- ii) Second Partner Rs. 5,00,000/-

and if any further investment will be required then the partners shall invest the said amount in proportion as per their capital investment.

7. That all the profit and loss of the said partnership business shall be borne by and between the partners by as follows :

Name	Profit & Loss
i) First Partner	50 %
ii) Second Partner	50 %

8. 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.


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GOVT. OF INDIA

21 JUN 2016

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9. 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 completion of works.
10. 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.
11. 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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21 JUN 2018

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and all cheques drawn for any amount, bills and other documents for the purpose of the firm shall be signed by both partners.

13. 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 the other remaining partner at a price to be arrived at by the Auditor of the firm on the basis of last Balance Sheet and the working result upto the date of retirement and such sum will be paid to the retiring partner or the heirs of the deceased partner in four half -yearly installments.
14. Every partner shall have a right to sell or mortgage his share or interest, but such partner, before selling or mortgaging it to a stranger, shall make the offer by registered letter to the other partners who shall have the first option 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 such valuation then he may get the share valued and he should

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21 JUN 2016

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be paid the average of the two valuations and such payment would be made in four half yearly installments.

15. Every partner shall attend diligently to the business of the partnership and carry on the same for the greatest advantage of the partners and no partner shall be directly or indirectly engaged or interested in any other trade or business in the name of the Firm.
16. No partner shall without the written consent of the other partner do any of the following things, namely, dispose of, or encumber any of the assets of the firm, borrow any money or incur any liability on behalf of the firm or shop operation of any banking account or cancel any transaction entered into by the firm. No partner shall without the written consent of the other partner keep the business place closed or prevent any partner from entering the business premises of the firm.
17. Any partner may be expelled from the Partnership after giving him opportunity to explain his conduct of allegations against him as regards fraudulent conduct misappropriation manipulation of accounts, a king secret profits of carrying on some other business competitive to the business of the firm or


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21 JUN 2018

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utilising the know-how and particulars of customers of the firm.

18. All notices required to be given to either partner hereunder shall be deemed to be duly served if addressed to such partner at the office of the firm and sent by registered post.
19. Any dispute or difference which may arise between the partners or their representatives, 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 & liabilities of the partners under this Deed, 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 partners in dispute so agree, otherwise, two or more arbitrators, according to the number of partners of the firm one to be nominated by each partner or his representatives and in case of difference of the opinion between them, by the umpire selected by them at the commencement of the reference and this clause shall be deemed to be a submission within the meaning of arbitration and conciliation act, 1996 including its statutory modification or re-enactment.


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2-1 JUN 2018

21 JUN 2016

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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.

Debasis Deb Nath
Signature of the First Part

Jagan Roy
Signature of the Second Part

Drafted by
Sri Prabal Bhattacharyya
Advocate
Barrackpore Court

COMPUTER TYPED BY

SANTANU GUPTA
BARRACKPORE
DIST - NORTH 24 PARGANAS

ATTESTED EXECUTION
BEFORE ME ON IDENTIFICATION
[Signature]
E/10, R No 2262
NOTARY - 2262
GOVT OF INDIA

21 JUN 2016

21 JUN 2016 21 JUN 2016

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THE 21 JUN 2016 OF



PAPER WRITINGS " A " & THE RELATIVE NOTARIALS CERTIFICATE

[Handwritten Signature]
BHOLANATH SIL
NOTARY - 2262
GOVT. OF INDIA
21 JUN 2016

BHOLANATH SIL
B. Sc., LL.M.
NOTARY & ADVOCATE
GOVERNMENT OF INDIA
BARRACKPORE COURT
Dist. North 24 Parganas

Professional Address

562, R. B. C. Road, P. O. Hazinagar
P. S. Naihati, Dist. North 24 Parganas
Phone : (033) 2588 - 3296
Regd. No. 2262

Mobile : 9903115183

30/7/19

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