



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

V 911535

DEED OF PARTNERSHIP

THIS DEED OF PARTNERSHIP is made on this the 23rd day

Suman Chatterjee

Asam Chatterjee

Sampa Dutta

Subhanxan Dutt

9554

Sl. No.

Name : S. K. Sil Ashu

Address : Alipour Judges Court,

Ka 627

Rd.

Kolkata Collectorate,
11, Netaji Subhas Rd.
Kolkata-1

Amal K. Saha
Licensed Stamp
Vendor.

Date

16 APR 2016

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1500



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

T 458337

1(a)

of November, 2016 (TWO THOUSAND SIXTEEN) in
BETWEEN SRI SUBHANKAR DUTTA, son of Sri Pijush Kanti

Subhankar Dutta
Suman Chatterjee
Ajay Chatterjee

Sampa Dutta

9554

S.K. Sil

Address: Alipour Junction Calcutta

Kolkata-27

Rs.

Kolkata Collectorate,

11, Netaji Subhas Rd.,

Kolkata-

Date

16 APR 2016

Amal Kr. Saha
Licensed Stamp
Vendor.

COX
SOX
LSO

Dutta, by faith – Hindu, by occupation – Business, residing at Narendra Palli, P.O. Chakdaha, District – Nadia, Pin-741222, hereinafter called and referred to as the party of the FIRST PART (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors, administrators, legal representatives and assigns) of the FIRST PART.

-A N D-

SRI SUMAN CHATTERJEE, son of Late Niranjan Chatterjee, by faith – Hindu, by occupation – Business, residing at 469/2, R.N. Guha Road, Kolkata-700074, hereinafter called the party of the SECOND PART (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors, administrators, legal representatives and assigns) of the SECOND PART.

-A N D-

SRI AYAN CHATTERJEE, son of Late Niranjan Chatterjee, by faith – Hindu, by occupation – Business, residing at 469/2, R.N. Guha Road, Kolkata-700074, hereinafter called the party of the THIRD PART (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his

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Ayan Chatterjee

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Subhankar Dutta

heirs, successors, administrators, legal representatives and assigns) of the THIRD PART.

-A N D-

SMT. SAMPA DUTTA, Daughter of Late Sukhendra Chandra Roy, by faith – Hindu, by occupation – Business, residing at 315, P.K. Guha Road, Dum Dum, Kolkata-700028, hereinafter called the party of the FOURTH PART (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, successors, administrators, legal representatives and assigns) of the FOURTH PART.

WHEREAS, the party of the 1st and 2nd part herein have been doing business of building construction in and around the city of Kolkata by applying their own capital and efforts and at present, the party of the 1st, 2nd, 3rd and 4th part have intended to form a partnership business in between them for carrying on business for building construction in and around the city of Kolkata and with such intention, the parties hereto have formed a building construction firm on partnership basis in the name & style, "M/s. SRI VINAYAK INFRADEV" and the parties hereto have become the partners of the said firm and henceforth the parties hereto

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shall be regarded to be the partners of the said firm and the parties hereto have upon creation of the said firm have entered into this partnership deed on the following terms and conditions for avoiding all sorts of future complications and litigations:-

- i) The parties hereto accordingly have become the partners of the said firm namely "M/s. SRI VINAYAK INFRADEV" and the party of the 3rd part and 4th part each have invested Rs.2,00,000/- (Rupees two lakhs) for creation of capital of the said firm and the party of the 1st part and 2nd part had invested their land measuring about ^{4 catta} chittaks sq. ft. with structure within South Dum Dum Municipality at Ward No. 26, Holding No. 68 (New), Baguiati 4th Lane, P.S. Dum Dum, Kolkata-700028, as their capital and the value of the said land and structure of the said premises has been estimated at Rs.81,66,655/- (Rupees eighty one lakhs sixty six thousand six hundred fifty five) only and as such the investment of capital on the part of the 1st and 2nd part shall be taken to be Rs.40,83,328/- (Rupees forty lakhs eighty three thousand three hundred twenty eight) only each and apart from the said investment on the part of the party of the 1st and 2nd part, the party of the 1st and 2nd part also

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undertake to invest towards capital in the said firm Rs.2,00,000/- (Rupees two lakhs only) each in case of emergency. For investment of such amount of capital which is far excess that that of the investment of the party of the 3rd and 4th part, the profit and loss sharing ratio has been agreed upon to the tune of 35% each for the 1st and 2nd part and the party of the 3rd and 4th part shall accept 15% each on the profit and loss of the said firm. It has been agreed upon that the parties hereto shall formulate the policy of the said business from time to time conjointly. The said firm has been formed by the parties hereto for doing business of building construction upon entering into development agreement and/or agreement for sale with the land owners and land & building owners in and around the city of Kolkata and suburbs.

- ii) That the place of business of the said firm shall presently be at premises no. Vinayak Apartment, 11/71, Nagendra Nath Road, P.S. Dum Dum, Kolkata-700028 and the said place of business may be changed in other place with the decision of majority of the members of the parties hereto.

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- iii) That the parties hereto shall conjointly participate in formulation of the activities of the business of the said firm and the parties shall diligently take part in the activities of the firm and the parties hereto shall not do any other similar business in and around the city of Kolkata during the subsistence of this partnership firm.
- iv) That the profit and loss sharing ratio of the partners shall be 35% each of the 1st and 2nd part and 15% each of the 3rd and 4th part, if any additional capital is required to be invested in the said firm the same shall be invested by the parties hereto in accordance with their profit and loss sharing ratio.
- v) That the said firm shall not come to an end on the demise of either of the partners and in case of demise of either of the partners the legal heirs of such deceased partners shall be admitted as partners of the said firm and the said partners shall be bound to give effect and/or be bound to comply with the terms and conditions of the partnership Deed.

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- vi) That the Books of Accounts of the partnership firm shall be kept in the place of business of the firm and both the partners shall have their right to inspect the Books of Accounts of the firm at all time in future.
- vii) That the parties hereto shall at their convenient time shall open current or Savings Bank Account in the name of the firm nearer to the said place of business of the firm. The parties of the 1st and 2nd part hereto shall be entitled to operate the said Bank Account conjointly on behalf of the firm and the parties of the 1st and 2nd part hereto shall be entitled to withdraw money by signing on the cheque book with their joint signatures and shall further be entitled to deposit money in the said Bank account with their joint signatures. The parties hereto shall put their signatures on every document as would be required to be submitted before any authority or organization for the purpose of effectual progress of the business activities of the firm and for betterment and progress of the aforesaid firm in effecting the business activities of the firm.

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- viii) That the parties hereto during the continuance of this partnership shall be faithful to each other and shall not conceal any material fact connecting the business activities of the said firm to each other.
- ix) That the parties hereto with their mutual decision shall be entitled to dissolve the said firm and at the time of dissolution, the account with regard to the capital and profit and loss account to be ascertained and thereby the same shall be distributed in between the partners of the dissolved firm in equal proportion.
- x) That the day to day business transaction of the firm shall be entered into in the books of account and such books of account shall be inspected by both the partners in each and every month and thereupon the profit and loss account shall be determined taking into accounts all such documents of business transaction and upon determination of such profits or loss, the same shall be distributed at the end of each and every financial year in the proportion as has been referred to above. The financial year of the firm will be 1st April of

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English calendar year to 31st March of the subsequent English calendar month.

xi) That the trade license, profession tax receipts and any other certificates from any competent authority if required for running the said partnership firm shall be obtained in the name of the firm.

xii) That the parties hereto shall take steps for registration of the firm with the Registrar of Societies having his office at Todi Mansion, Kolkata-73 in accordance with the provision Sec. 59 & 59 of the Indian Partnership Act. and the said firm shall be registered in the manner aforesaid with the Registrar of Firms within 6 (six) months from the date of execution of this partnership deed or within any extended period as would be mutually agreed upon.

xiii) That the partnership firm is a partnership at will and duration of the firm shall be determined by the desire of the partners of the firm.

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xiv) That each partner shall faithful to other and the business shall be carried on the basis of putting of faith and belief upon each partner by the other.

xv) That the dissolution of the firm can only be done with the consent of the partners and before dissolution of such firm the intending partner who will disagree to continue the said partnership business, shall serve a three months' prior notice upon the other partner expressing his desire to retire from the said firm and thereupon the other partner with his consent may dissolve the said firm and in case of dissolution the capital of the firm and the assets and liabilities of the firm shall be determined in a joint sitting by the partners and thereupon the capital and assets of the firm shall be distributed in between the partners in accordance with their capital sharing ratio.

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xvi) It is further agreed upon that if during the period of continuance of the firm any of the partners dies, the other living partner shall continue the said firm by introducing the legal heirs of such deceased partner, as partners of the firm

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who will be bound to comply with the terms and conditions as have been recited in this Deed of Partnership.

IN WITNESS WHEREOF the parties have hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

Signed Sealed & delivered

In the presence of:-

1.

2.

Subhamkar Dutta

Signature of the FIRST PART

✓ Suman Chatterjee

Signature of the SECOND PART

✓ Ayem Chatterjee

Signature of the THIRD PART

Sampa Dutta

Signature of the FOURTH PART

Drafted by me and
Prepared in my office

Advocate