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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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V case no = 926/17

DEED OF PARTNERSHIP

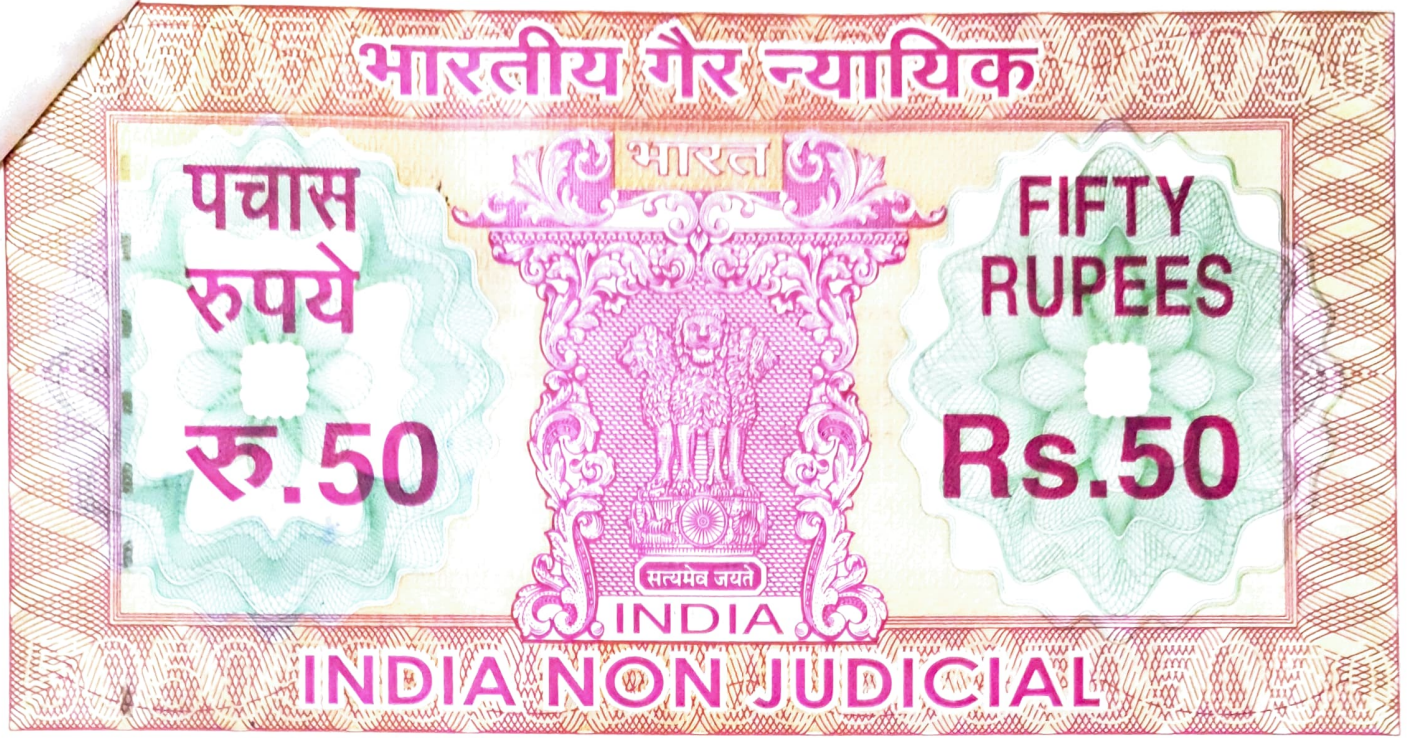
This Deed of Partnership is made on this the 9th
day of August , 2017 by and between

[Handwritten signature]

It is hereby declared that the documents attached to this deed are the part of this document and the signature sheet and the endorsement sheets attached with the this document are the part of this document

Addl District Sub Registrar
Barrackpore, 24 Pgs (N)

10 AUG 2017



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

V 706613

Handwritten signature and initials

1.SRI PRATAP GUPTA, son of Late Naresh Chandra Gupta, **PAN NO-ADVPG2242A** by faith Hindu, by occupation Business, residing at 21, Milan Park, East Kalianibas, Police Station. Titagarh, Post Office Nona Chandan Pukur, District North 24 Parganas, Kolkata-700122, hereinafter referred to as the **First Part**. (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, nominees and assigns) of **THE FIRST PART**.

AND

2. SMT SANGITA DASGUPTA, wife of Sri Kallol Dasgupta, (**PAN NO-BJFPD8093K**) by faith Hindu, by occupation: Housewife, residing at 39 A, West Dhangarpara Road, Kalianibas (south), Police station Titagarh, Post Office Nona Chandan Pukur, Kolkata- 700122, hereinafter referred to as the **Second Part**. (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, administrators, nominees and assigns) of **THE SECOND PART**.

AND

3. SRI SANJAY SARKAR, son of Late Amarnath Sarkar, Pan Card NO. **ATIPS0397P**, residing at Premises No. 2, Siddhanta Para Main Road, in ward No. 3, under Barrackpore Municipality, P.O. Nona Chandanpukur and P.S. Titagarh, Pin- 700122, hereinafter referred to as the **Third part**. (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, nominees and assigns) of **THE THIRD PART**.

Whereby it is agreed that the parties where to (hereinafter together called **THE PARTNERS**) shall become partners in the business under the name and style **M/S SPS CONSTRUCTION**, a Partnership firm having its principal office at Premises No. 2, Siddhanta Para Main Road, in ward No. 3, under Barrackpore Municipality, P.O. Nona Chandanpukur and P.S. Titagarh, Pin-700122.

1. That the nature of the partnership business shall be promotion of land and its construction thereof.
2. That the capital of the partnership business shall be **Rs. 30,00,000 (thirty Lakhs)** which shall be contributed by the partners according to the following table:
- 3.

<u>Name of Partner</u>	<u>% of Share Capital</u>	<u>Amount of Capital</u>
<u>PRATAP GUPTA</u> <u>/FIRST PART</u>	<u>33.33%</u>	<u>Rs. 10,00,000</u> (ten lakhs)
<u>SANGITA</u> <u>DASGUPTA/SECOND</u> <u>PART</u>	<u>33.33%</u>	<u>Rs. 10,00,000</u> (ten lakhs)

<u>SANJAY SARKAR</u> <u>/THIRD PART</u>	<u>33.33%</u>	<u>Rs. 10,00,000</u> (ten lakhs)
<u>TOTAL</u>	<u>100%</u>	<u>Rs. 30,00,000</u> (ten lakhs)

4. That further capital if any required by the partnership shall be brought by the partners and such additional capital shall be treated as his contribution and the same shall be increased by his **proportionate ratio of profit and loss.**

5. The partners may agree to increase the capital of the firm by bringing in additional contribution in the proportion of the share held by them in the initial capital of the firm. At the time of increase of the capital the additional capital of partners may be adjusted against the increased capital.

6. That the partners shall open a bank account in a nationalized bank and the said account of the firm shall be operated by all the partners simultaneously.

7. The net profits of the business shall be divided between the partners in the proportion of the capital and simultaneously they shall bear all losses including loss of capital in the same proportion. Apart from the initial capital, any additional capital can be brought by any of the partners.

8. The firm shall maintain usual account and other books at the place of business and they shall be kept properly posted upto date and shall not be removed from the place of business without the consent of the other partners. Each partner shall have free access to the books of account of the partnership at all times and shall be entitled to make such copies or extract there from as may think fit.

9. That all the partners shall devote their whole time attention to the interest of the firm and shall be the working partners.

10. Each partner shall:-

- i. Be just and faithful to other partners in the transaction relating to partnership business.
- ii. Pay his separate debts and indemnify the other partners and assets of the firm against the same and all other proceedings, cost, claim, and demands in respect thereof.